

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 73 PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. W911SE-07-R-0001		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 01 May 2007		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY CODE TEL: FAX:				8. ADDRESS OFFER TO (If other than Item 7) See Item 7 CODE TEL: FAX:							
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (Include area code) (NO COLLECT CALLS)				C. E-MAIL ADDRESS			
11. TABLE OF CONTENTS											
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)		
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)				15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.											

Section B - Supplies or Services and Prices

SECTION B

Organizational Augmentation Staffing for Interim Support Services (OASISS)

B.1 Contract Line Item structure shall be established at the Task Order Level. Pricing of Task Orders shall be pursuant to the instruction and limitation provided at Section H, Special Provision.

Section C - Descriptions and Specifications

STATEMENT OF WORK

C.1 The Scope of Work is provided in Section J, Attachment 1 sets forth the description of services that may be ordered under this contract.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

Section F - Deliveries or Performance

SECTION F

F.1 CONTRACT PERIOD. Ordering period is July 10, 2007 or date of award, whichever is later, and will extend five year ordering period thru July 10, 2012. All Task Orders (TO) must be completed by July 10, 2012. TO performance shall not exceed July 10, 2012 or five years from award, whichever is earlier. Four options period has been made part of this requirement.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-16	Stop-Work Order--Facilities	AUG 1989
52.247-29	F.O.B. Origin	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

Section G - Contract Administration Data

SECTION G
GENERAL PROVISIONS

G1. CONTRACT ADMINISTRATION OF MASTER CONTRACTS

a. In no event shall any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the Contractor and a person other than the Administrative Contracting Officer (ACO) be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the ACO.

b. The OASIS ACO is as follows. Changes in the ACO may be made by written correspondence, vice modification of this general provision.

POC: TBD after award
Southern Region Contracting Center – East
1301 Anderson Way, SW
Ft. McPherson, GA 30330-1096
(404) 464-2779
E-mail:

c. The telephone, FAX number and E-mail address of the ACO and Contract Specialists assigned to this action are:

Contracting Officer: TBD after award, E-mail: <mailto:fordh@forscom.army.mil>
Contract Specialist: TBD after award, E-mail:
Fax: 404-464-3470

d. All contract administration associated with individual task orders will be performed by the ordering office issuing the task order unless otherwise designated.

G2. QUARTERLY PROGRAM REPORTS

The Contractor shall provide quarterly progress reports to the ACO indicated above at the end of each quarter. The quarterly progress reports shall address all activity under the master IDIQ contract through the last day of the last month of each quarter. The quarterly progress report shall as a minimum, contain the following information:

(1) A listing of ALL task orders issued for the preceding quarter to include:

Ordering Office
Task order number and date of issuance;
Task area – choose the task area that represents the preponderance of work
Location of performance and a brief description of work covered by task order; e.g.
Task Area(s) covered by the Task Order. In the event that the Task Order spans multiple task areas, select the task area that represents the preponderance of work.
Total amount ordered and obligated under each individual task order to include any modifications;
Performance period of each order including options;
Type of task order issued (i.e., FFP, LH);
Indicate number of task order provided fair opportunity.
Number responded to, Number declined to participate and rationale for not participating
Percentage of task orders awarded under each task area;
Utilization of small business subcontractors;

Concerns or areas for improvements

Extent of fair opportunity provided at the task order level;
 Quote vs. no-quote and rationale why a no-quote was rendered;
 Percentage of task orders awarded under each task area;
 Number of awards per contract holder (attempt to identify imbalance of awards to any one contractor, and identify lack of participation of any contractor);
 Awards by customer organizations supported;
 Awards made through delegations;
 Reliability standards achieved;
 CORs delegated and training obtained;
 OCI issues presented and mitigation decision rendered;
 Actual cost compared to available funding; and,
 Awards/funding to ceiling.

- (2) Cumulative summary of total dollars ordered and obligated to date on IDIQ contract;
- (3) Cumulative summary of dollars ordered and obligated by task area when the task order spans more than one.
- (4) A listing of task orders that the contractor did not provide a quote on and the reason why a 'no-quote' was rendered.

G.3. INVOICES AND PAYMENTS. Payments at the task order level will be primarily made via Government IMPAC Credit Card. Other payment methods include, but are not limited to, electronic funds transfer, Wide Area Work Flow (WAWF), check etc. Invoice instructions will be stated on each task order award.

Section H - Special Contract Requirements

SECTION H

Section H - Special Contract Requirements

DRAFT SECTION H
SPECIAL CONTRACT REQUIREMENTSH-1. GENERAL:

The OASISS Contract is a Performance-based service acquisition that employs a Multiple Award Indefinite Delivery, Indefinite Quantity arrangement with a 5-year ordering period. The contract provides contractor support for the implementation of BRAC guidance and staff augmentation for units that are relocated as a result of BRAC. The contract provides requirements that fall into two primary categories: Mission Support (Staff Augmentation) and Implementation Support (BRAC Implementation). The contract will yield a minimum of four IDIQ awards and a maximum of seven IDIQ awards. This contract is a 100% set-aside for Service Disabled Veteran-Owned Small Business. The collective ceiling for all contracts awarded is \$478 M for the five-year ordering period. Competition for task orders under this multiple award contract is defined in FAR 16.505(b) and the provisions of fair opportunity at the task order (TO) level will be followed.

H-2. CONTRACT MANAGEMENT:

The Army Contracting Agency – Southern Region (ACA-SR), Southern Region Contracting Center –East (SRCC-E) is the contracting activity for the OASISS contract. As the contracting activity for OASISS, the SRCC-E will centrally manage the basic contract, and may delegate authority on a case-by-case basis, to non-ACA agencies for use by other military services to solicit, award and administer task orders pursuant to the H.3, Ordering, below.

The OASISS Procuring Contracting Officer (hereafter referred to as the PCO) has the ultimate responsibility for administration of the basic IDIQ contract. Task orders will be awarded and administered by Task Order Contracting Officers (hereafter referred to as the TO Contracting Officer (TOCO)).

H-3. ORDERING:a. Authority to Place Task order:

All Task Orders under this contract will be awarded by SRCC-East to all ACA customers. Ordering will be decentralized and ordering authority is delegated to other ordering offices within the Army Contracting Agency.

The Task Order Contracting Officer(s) shall follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 216.505-70, Orders for Services under Multiple Award Contracts, and local guidance to the extent that it does not conflict with these requirements.

b. Types Of Orders: The types of orders that are authorized for use under this IDIQ contract will permit utilization of primarily Firm Fixed Price and Labor Hour Task Orders. Cost reimbursable task orders are not allowed.

Most task orders will be solicited, negotiated, and awarded as bilateral orders. In emergency situations or when a bilateral task order cannot otherwise be issued in a timely manner, the government reserves the right to issue unilateral task order on an undefinitized basis. Any such undefinitized unilateral task order shall be definitized as quickly as possible in accordance with DFARS 252.217-7027 (Contract Definitization) utilizing a “not to exceed” ceiling amount provided by the contractor in the task order.

c. Fair Opportunity: In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR 16.505(b), the Task Order Contracting Officer will give all awardees a “fair opportunity” to be considered for each order, unless one of the conditions set forth therein apply. In accordance with FAR 16.5 and DFARS 16.505-70, when an exception to the fair opportunity exists, the task order may be processed as sole source procurement, including documentation of the exception to fair opportunity. Unaffected IDIQ holders need not be notified of the action.

d. Task Order Review and Approval Procedures: The Principal Assistant Responsible for Contracting (PARC), Army Contracting Agency-Southern Region (ACA-SR) provides contract review, approval, and oversight for all contracts and task order prepared by all ordering offices that fall within the ACA-SR’s area of responsibility. The PARC reserves the right to review and approve all task order at or above \$5 million awarded at installation level, and \$10 million at the ACA Center level. The review and approval procedures will be established in a Southern Region Implementation Memorandum (SRIM) and published on the SRCC-E and AKO websites.

e. Unauthorized Work: The Contractor is not authorized to commence task order performance without a signed task order or direction by a Task Order Contracting Officer. Notwithstanding any of the other provisions of this contract, a Task Order Contracting Officer shall be the only individual on behalf of the Government to:

- Accept nonconforming work;
- Waive any requirement of this contract; or,
- Modify any term or condition of this contract.

f. Task Order Funding: No unfunded tasks are authorized. Funding shall be authorized at the task order level and shall be the type deemed appropriate for the services to be acquired.

g. Security Requirements: Contractors shall conform to all security requirements as specified in each task order and as detailed in the DD Form 254 included with the task order. Internet site <http://www.classmgmt.com> contains a complete booklet with instructions on how to prepare and submit a DD Form 254 to obtain security clearances of Secret or higher. If a security clearance is required, interim coverage may be obtained from the Department of Defense. Surveillance of DD 254 requirements will be executed at the task order level.

h. Task order Request for Response (TORs) or similar requests, will be used by the Government when requesting responses to requirements. Oral request may be levied when the requirements are urgent. The TOR will include submission requirements evaluation criteria and other information specific to the requirement.

H-4. TASK ORDER PRICING:

a. Labor: Labor shall be priced in accordance with the negotiated fully burdened labor rates set forth in response to Price Matrix (Section J, Attachment), regardless of contract type used. Profit for each labor hour quoted/billed is included in the fully burdened labor rates.

(i) To aid in the development of prices quoted in response to task order, the labor rates set forth in the Attachment are presented in terms of “CAP” rates. The “CAP” rates represent the highest rates that will be authorized to be paid/reimbursed under this contract for Labor Hour contracts at the task order level. Additionally, the “CAP” rates will be used as another means available to the Task Order Contracting Officer to ascertain whether prices on Firm-Fixed-Price orders are fair and reasonable.

(ii) Labor rates quoted at the task order level may include discounts from the CAP rates that consider the nature, location, size and duration of the task order.

b. Travel: Reimbursement for travel, subsistence, and lodging shall be paid to the Contractor only to the extent that it is necessary for performance of task orders under this contract. Official travel of contractor personnel away

from their duty station that was not identified in the negotiated task order shall not be undertaken unless advance written approval has been obtained from the Task Order Contracting Officer or COR. See FAR 31.205-46 for additional information regarding travel costs. Invitational Travel Orders will NOT be issued by the Government for Contractor travel. Only per diem that does not exceed the maximum rates set forth in the following shall be considered to be reasonable. Indirect rates commensurate with the firm's disclosure statement/accounting practices are authorized for reimbursement. **Fee or profit on travel expenses is not an allowable reimbursement.** G&A will be allowed on travel expenses. The following regulations will apply:

(i) Federal Travel Regulations (in effect at the time of travel) prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulations Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States;

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in (i) and (ii) above.

Travel will not be reimbursed for travel within a 50-mile radius of the place of performance stated in the task order.

c. Other Direct Costs (ODCs): Materials, supplies and other direct costs are not authorized under this contract.

H-5. PRICING MATRIX:

The Pricing Matrix included at Section J, Attachment 2, sets forth the representative labor categories that shall be quoted and the maximum rates that may be paid/reimbursed under this contract. These rates are inclusive of prime labor, subcontract labor, overhead and other burdens, fee and profit used on all contracts regardless of type. Changes to the pricing matrix may be requested on an annual basis to reflect changes in the wage determinations used to establish the CAP rates, and additions/deletions of labor categories. Additional labor categories may be added at the Task Order level. Requests to add additional labor categories should be commensurate with the pricing methodology employed to establish the rates awarded with the basic contract.

H-6. CHANGES IN TEAM MEMBERS/SUBCONTRACTORS:

A partial basis for award of this IDIQ is the composition of the team members (companies) proposed. The contractor may not add any team members to the contractor's team without prior authorization to do so. When subcontractors are approved, their services shall be provided within the labor categories and at no more than the labor rates included in Section J, Attachment 2. The contractor shall advise the PCO of team member deletions as they occur.

Contractors are permitted to add team members as required to meet the unique requirements of task order being competed by individual ordering offices. These actions are viewed as single events. The Task Order Contracting Officer is responsible for implementing the requirements of FAR 52.244-2, Alternate I, when the addition is at the task order level and the contractor does not have an approved purchasing system. Changes to team composition that impact more than one task order shall be executed at the prime contract (vice task order) level. Request to modify team composition may be submitted to the PCO at anytime.

H-7. IDIQ OMBUDSMAN: The Task Order Contracting Officer should be the first point of contact for industry seeking resolution of issues. The IDIQ ombudsman required by FAR 16.505(b)(5) will be the ACA-SR Task Order Ombudsman for all Task Orders up to _____ dollars. For Task Orders exceeding _____ dollars, ACA SR Special Competition Advocate will serve as the Task Order Ombudsman. The ombudsman represents an impartial

authority outside of the task order-contracting agency and has ultimate authority to review and adjudicate issues regarding task order awards under this contract. Telephone number for requests for information, or questions from the IDIQ Ombudsman is 404-464-2040, DSN 367.

H-8. CONTRACTOR ADVISORY AND ASSISTANCE SERVICES (CAAS): Mission Support and Implementation Support requirements under OASISS can be categorized as CAAS and therefore the contract must comply with FAR 16.505 (c)(1), which requires the ordering period and all task orders against the OASISS contract to not exceed 5 years. Services within the definition of CAAS require internal review and approval prior to submission to the ordering office to acquire CASS services. Task areas in this contract include services that may fall within the definition of CAAS in FAR 2.101 and DFARS 237.201. (Click here for details: <http://farsite.hill.mil/vffara.htm> or <http://farsite.hill.af.mil/VFDFARA.HTM>.) It is the responsibility of the requiring activity to provide the proper funds and the approvals identified in FAR 37.204, and AR 5-14, click here for details: <http://www-tradoc.army.mil/dcsrm/ar5-14.pdf#search='army%20regulation%20514'>

H-9 SECTION 508 COMPLIANCE STATEMENT: All electronic and information technology (EIT) procured through Statement of Work/Bill of Materials and any resulting contract, task order, delivery order, or purchase order must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.accessboard.gov/sec508/508standards.htm> - Part 1194.

H-10. GOVERNMENT PROPERTY:

It is anticipated that for some tasks, Government Furnished Equipment (GFE) will be specified in the individual task order (at the discretion of the Government) with specified delivery dates and in specified condition. Office automation and office supplies will be provided as GFE at the task order level at the strict discretion of the Government. Non-expendable equipment shall be returned to the Government upon the conclusion of the task order.

Government Furnished Information (GFI) relevant to the tasks to be performed under this contract will be provided to the Contractor for use during the performance of the task as specified in the task order (at the discretion of the Government) with specified delivery dates. These documents shall be returned to the Government upon conclusion of the task order.

H-11. INSURANCE SCHEDULE (IAW FAR 28.310(a)):

In accordance with clause 52.228-5, "Insurance--Work on a Government Installation" incorporated in Section I herein, the Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance to specifically include liability assumed by the Contractor under this contract. The Contractor shall maintain the following types of insurance and coverage listed below:

Insurance Types and Minimum Amounts

- Workmen's compensation insurance as required by law of the State.
- Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each accident.
- Property damage liability with a limit of not less than \$100,000 for each accident.
- Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property damage liability insurance, with a limit of not less than \$40,000 for each accident.

In accordance with clause 52.228-7, "Insurance—Liability to Third Persons, " incorporated in Section H herein, the Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance to specifically include liability assumed by the Contractor under this contract. The Contractor shall maintain the following types of insurance and coverage listed below:

Insurance Types and Minimum Amounts

- Comprehensive general liability; \$100,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.
- Automotive Insurance; \$200,000 for each person and \$500,000 for each accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.
- Standard Workmen's Compensation and Employers Liability Insurance (or where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance- 52.228-3 and 4) in the minimum amount of \$100,000. (c.) Regarding clause 52.228-8, "Liability and Insurance —Leased Motor Vehicles," incorporated in Section H herein, the Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance to specifically include liability assumed by the Contractor under this contract for \$200,000 for each person and \$500,000 for death or bodily injury and \$20,000 per occurrence for property damage or loss. Comprehensive form of policy is required.

H-12 UNCOMPENSATED OVERTIME: (See Section L, FAR 52.237-10, "Identification of Uncompensated Overtime"). The Contractor shall complete the following as applicable and consistent with his established cost accounting system. The Contractor shall provide his uncompensated overtime plan with his proposal (see proposal submission requirement for the price proposal in Section L) and shall update the plan as required. (Note, this requirement shall flow down to subcontractor proposing uncompensated overtime). The initial plan and updated plans (of both prime and subcontractors) shall be incorporated into the relevant contract by reference.

a. The following proposed compensated hours and uncompensated overtime hours will be delivered under this contract:

<u>CONTRACT PERIOD</u>	<u>LABOR CATEGORY</u>	<u>COMP HOURS</u>	<u>UN-COMP HOURS</u>	<u>UN-COMP RATE</u>
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b. The Contractor shall indicate on each invoice and on each monthly cost report the total number of hours provided during the period covered and shall separately identify compensated hours and uncompensated overtime hours by labor category. Contractors proposing uncompensated overtime agree that while individual invoices or monthly reports may vary in terms of compensated time and uncompensated overtime, final reconciliation of the uncompensated overtime hours will be predicated upon the ratio of compensated and uncompensated hours proposed and the hours delivered and accepted. Task/Delivery Order (on the final provisional billing invoice) that result in delivery of less than the "promised" uncompensated overtime hours will be downwardly adjusted to meet the negotiated compensated/uncompensated hours ratio.

c. The accounting system of the contractor proposing uncompensated overtime must be acceptable to the Defense Contract Audit Agency and the Contracting Officer. All hours shall be burdened and included in the baseline for the allocation of general and administrative and overhead expenses.

H-13. ORGANIZATIONAL CONFLICT OF INTEREST (OCI):

a. Definitions:

"Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, Teaming Arrangements, and other business enterprises.

The term "contractor" as used in this clause, includes any person, firm or corporation which has a majority or controlling interest in the contractor or in any parent corporation thereof, any person, firm, or corporation in or as to which the contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. The term also includes the corporate officers of the contractor, those of any corporation which has a majority or controlling interest in the contractor, and those of any corporation in which the contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. All references to the "Contractor" as contained in this clause shall apply with equal force to all of these included.

"Contract" and "task order" shall be used as applicable to the level at which this clause is being invoked.

b. Impact on Future Agency Contracts and Task Orders:

The following examples illustrate situations in which questions concerning organizational conflicts of interest may arise. They are not all inclusive, but are intended to help the Contracting Officer apply general guidance to individual contract and task order situations:

Unequal access to information. Access to "nonpublic information" as part of the performance of a task order provided under the contract or work performed under a separate government contract could provide the contractor a competitive advantage in a later competition. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the government procurement anticipate the successful vendor may have access to nonpublic information, the successful vendor should be required to submit and negotiate an acceptable mitigation plan. Alternatively, the "nonpublic information" may be provided to all vendors.

Biased ground rules. A contractor in the course of performance under a task order contract has in some fashion established important "ground rules" for another requirement, where the same contractor may be a competitor. For example, a contractor may have drafted the statement of work, specifications, or evaluation criteria of a future procurement. The primary concern of the government in this case is that a contractor so situated could slant key aspects of a procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the government procurement anticipate the contractor may have been in a position to establish important ground rules, including but not limited to those described herein, the contractor should be required to submit and negotiate an acceptable mitigation plan.

Impaired objectivity. A contractor in the course of performance of a task order or contract is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the contractor's ability to render impartial advice to the government could appear to be undermined by the contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication may well be insufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the government procurement indicate that the successful vendor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected contractor should provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

In order to prevent a future OCI resulting from potential bias, unfair competitive advantage, or impaired objectivity, the Contractor shall be subject to the following restrictions:

(1) The Contractor shall be excluded from competition for, or award of any government contracts as to which, in the course of performance of this contract, the Contractor has received advance procurement information before such information has been made generally available to other persons or firms.

(2) The Contractor shall be excluded from competition for, or award of any government contract for which the contractor actually assists in the development of the screening information request (SIR), specifications or statements of work.

(3) The Contractor shall be excluded from competition for or award of any government contract which calls for the evaluation of system requirements, system definitions, or other products developed by the Contractor under this contract or resulting task orders.

(4) The Contractor shall be excluded from competition for, or award of any government contract which calls for the construction or fabrication of any system, equipment, hardware, and/or software for which the Contractor participated in the development of requirements or definitions pursuant to this contract or resulting task order.

This clause shall not exclude the Contractor from performing work under any amendment or modification to this contract or from competing for award for any future contract for work that is the same or similar to work performed under this contract.

The agency may in its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government. The exclusions contained in this clause shall apply for the duration of this contract and for three (3) years after completion and acceptance of all work performed hereunder.

If any provision of this clause excludes the Contractor from competition for, or award of any contract, the Contractor shall not be permitted to serve as a subcontractor, at any tier, on such contract. This clause shall be incorporated into any subcontracts or consultant agreements awarded under this contract unless the Contracting Officer determines otherwise.

c. Affirmative Duties and Responsibilities for Government Contractors:

The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph a. above. The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest at the contract level it shall make immediate and full disclosure in writing to the OASISS Contracting Officer. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest might necessitate such disclosure. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action that the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the OASISS Contracting Officer in making a determination on this matter.

The Contractor, upon identification of a potential conflict, shall submit requests to participate in the task order for written approval on a task order-by-task order basis, unless the Contractor is aware of multiple task orders that may create the appearance of a conflict, or be an actual conflict. In the case of the later, the contractor shall notify the OASISS Contracting Officer as soon as the conflicts/apparent conflicts have been identified. This provision shall be in effect throughout the period of performance of this contract, any extensions thereto by change order or supplemental agreement, and for three years thereafter.

The contractor shall permit a Government audit of internal OCI mitigation procedures for verification purposes. The Government reserves the right to reject a mitigation plan, if in the opinion of the Contracting Officer, such a plan is not in the best interests of the Government.

The contractor shall hold the government harmless and will freely indemnify the government as to any cost/loss resulting from the unauthorized use or disclosure of any third-party proprietary information by its employees, the employees of subcontractors, or by its agents.

The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

The Contractor shall include the same provisions as are expressed in this clause, including this paragraph, in all subcontracts awarded for performance of any portion of this requirement. This restriction is applicable throughout the period of performance of the subcontract, and any extensions thereof by change order or supplemental agreement, and for three years thereafter. When the provisions of this clause are included in a subcontract, the term "Contracting Officer" shall represent the head of the Contracts Office of the prime contract. Any deviations or less restrictive coverage deemed necessary or required by the prime contractor for a particular subcontract must first be submitted to the PCO for approval.

d. Compliance: Compliance with this OCI requirements is a material obligation of this contract. The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law, including those set forth at FAR Part 9.5, or elsewhere included in this contract. If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default. For breach of any of the restrictions contained herein, or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the government reserves the right to terminate this contract for default, disqualify the contractor for subsequent related contractual efforts, and to pursue such other remedies as may be available under law. If in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest subsequent to contract award, the Contracting Officer may choose to terminate this contract for convenience of the Government, when such termination is deemed to be in the best interest of the Government.

H-14. OCI AT THE TASK ORDER LEVEL:

a. OCI / CAAS Possibilities.

It is recognized by the parties hereto that services provided under this contract may include advisory and assistance services and/or provide support in the preparation of specifications and work statements; technical evaluation of other Contractors products and services; preparation of policy and procedures; preparation or review of budgets or budgetary information; surveillance of other contractor's services and work products; and, access to other contractors' proprietary information. Such activities create a significant potential for certain conflicts of interest, as set forth in FAR 9.505-1, 9.505-2, 9.505-3, and 9.505-4.

It is the intention of the parties that the Contractor will not engage in any other contractual or other activities which could create an organizational conflict of interest with its position under this contract; which might impair its ability to render unbiased advice and recommendations; or, in which it may derive an unfair competitive advantage as a result of knowledge, information, and experience gained during the performance of this contract. Therefore, the Contractor agrees that it will seek the prior written approval of the Task Order Contracting Officer before participating in any task order that may involve such a conflict.

The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the government any information provided to the Contractor by the Government during or as a result of performance of this task order. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, where the information has been included in Contractor generated work, or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

Whenever performance of this contract requires access to another Contractor's proprietary information, the Contractor shall (i) enter into a written agreement with the other entities involved, as appropriate, in order to protect such proprietary information from unauthorized use or disclosure for as long as it remains proprietary; and (ii) refrain from using such proprietary information other than as agreed to, for example; to provide assistance during technical evaluation of other Contractors' offers or products under this contract. An executed copy of all proprietary information agreements by individual personnel or on a corporate basis shall be furnished to the Task Order Contracting Officer within fifteen (15) calendar days of execution.

The Contractor shall promptly notify the Task Order Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure that proper safeguards exist to guarantee objectivity and to protect the Government's interest.

In the event that a task order is issued to the Contractor that would require activity that would create a potential conflict of interest, the Contractor shall:

- (1) Notify the Contracting Officer of a potential conflict, and;
- (2) Recommend to the Government an alternate tasking approach which would avoid the potential conflict, or,
- (3) Present for approval a conflict of interest mitigation plan that will:
 - Describe in detail the task order requirement that creates the potential conflict of interest; and,
 - Outline in detail the actions to be taken by the Contractor or the Government in the performance of the task to mitigate the conflict, division of subcontractor effort, and limited access to information, or other acceptable means.
- (4) The Contractor shall not commence work on a task order related to a potential conflict of interest until specifically notified by the Contracting Officer to proceed.
- (5) If the Contracting Officer determines that it is in the best interest of the Government to issue a task order, notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance with FAR 9.503.
- (6) Conflicts Of Interest Compliance Plan: In the event of a waiver is requested, the Contractor shall submit with his waiver request a Conflicts of Interest (COI) Compliance Plan to the Task Order Contracting Officer for approval. The COI Compliance Plan shall address the Contractor's approach for adhering to the Section H Provision entitled "Organizational Conflicts of Interest (OCI)" and describe its procedures for aggressively self-identifying and resolving both organizational and employee conflicts of interest. The overall purpose of the COI Compliance Plan is to demonstrate how the Contractor will assure that its operations meet the highest standards of ethical conduct, and how its assistance and advice are impartial and objective. The COI Compliance Plan shall specifically address:
 - how the Contractor will protect confidential, proprietary, or sensitive information;
 - preventing the existence of conflicting roles that might bias a contractor's judgment; and,
 - preventing an unfair competitive advantage.

Contractors are invited to review Federal Acquisition Regulation Subpart 9.5 "Organizational and Consultant Conflicts of Interest (OCI)." Particular attention is directed to FAR 9.505, 9.505-1, 9.505-2, 9.505-3 and 9.505-4.

b. Avoidance of OCI.

The policy of the government is to avoid contracting with contractors who have unacceptable organizational conflicts of interest as defined in H.12 a.

It is not the intention of the government to foreclose a vendor from a competitive acquisition due to a perceived OCI. The Task Order Contracting Officers are fully empowered to evaluate each potential OCI scenario based upon the applicable facts and circumstances. The final determination of such action may be negotiated between the impaired vendor and the Task Order Contracting Officer. The Task Order Contracting Officer's

business judgment and sound discretion in identifying, negotiating, and eliminating OCI scenarios should not adversely affect the government's policy for competition. The government is committed to working with potential vendors to eliminate or mitigate actual and perceived OCI situations, without detriment to the integrity of the competitive process, the mission of the government, or the legitimate business interests of the vendor community.

c. Examples of OCI concerns. These examples in which OCI issues may arise are not all inclusive, but are intended only to help the Task Order Contracting Officer apply general guidance to individual contract and task order situations.

(1) Unequal Access to Information. Access to "nonpublic information" as part of the performance of a government contract could provide the contractor a competitive advantage in a later competition for another government contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the government procurement anticipate the successful vendor may have access to nonpublic information, all vendors should be required to submit and negotiate an acceptable mitigation plan.

(2) Biased Ground Rules. A contractor in the course of performance of a government contract, has in some fashion established a "ground rules" for another government contract, where the same contractor may be a competitor. For example, a contractor may have drafted the statement of work, specifications, or evaluations criteria of a future government procurement. The primary concern of the government in this case is that a contractor so situated could slant key aspects of a procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the government procurement anticipate the successful vendor may be in a position to establish important ground rules, including but not limited to those described herein, the successful vendor should be required to submit and negotiate an acceptable mitigation plan.

(3) Impaired objectivity. A contractor in the course of performance of a government contract, is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the contractor's ability to render impartial advice to the government could appear to be undermined by the contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication may well be insufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the government procurement indicate that the successful vendor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected contractor should provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

d. Mitigation plans. The successful contractor will be required to permit a government audit of internal OCI mitigation procedures for verification purposes. The government reserves the right to reject a mitigation plan, if in the opinion of the Task Order Contracting Officer, such a plan is not in the best interests of the government. Additionally, after award the government will review and audit OCI mitigation plans as needed, in the event of changes in the vendor community due to mergers, consolidations, or any unanticipated circumstances that may create an unacceptable organizational conflict of interest.

e. Task Order Level. Ordering offices are responsible for determining and issuing specific OCI restrictions.

H-15. CORPORATE CHANGES:

The Contractor shall provide the Contracting Officer copies of all publicly available correspondence relating to corporate status and major corporate revisions, such as buy-outs, sale or dissolution and changes in personnel policy that effect this contract. Potential buyout scenarios, actual buyouts, sales and dissolutions shall be disclosed in writing to the Contracting Officer as soon as possible after such information/status has been disclosed.

H-16. FEDERAL HOLIDAYS

The following days are legally recognized holidays:

New Year's Day	1 January
Martin Luther King Jr.'s Birthday	3 rd Monday in January
Washington's Birthday	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4 th of July
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	11 th of November
Thanksgiving Day	4 TH Thursday in November
Christmas Day	25 December

When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the proceeding Friday is observed as a legal holiday. This list of holidays relates to Government duty days and is not intended to supplement or otherwise alter the provisions of any Wage Determination regarding applicable paid holidays.

In addition to the days designated as holidays, the Government observes the following days:

- Any other day designated by federal statute
- Any other day designated by Executive Order
- Any other day designated by Presidential Proclamation

It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the Contractor's personnel work during the holiday, the Contractor may reimburse them; however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked, unless stipulated otherwise in Task orders. This provision does not preclude reimbursement for authorized overtime work if applicable.

When the Department of Defense grants excused absence to its employees, the Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Task Order Contracting Officer or the COR. Changes in employee work schedules shall comply with the terms and conditions of the task order, to include payment provisions.

If Government personnel are furloughed, the Contractor shall contact the Task Order Contracting Officer or the COR to receive direction. It is the Government's decision as to whether the contract price/cost will be affected as a result of Government shutdown and/or furloughed Government employees. In the event that Government shutdown and/or furloughed Government employees does impact contract price/cost, a negotiated settlement will be reached as deemed appropriate by the Task Order Contracting Officer. Generally, the following situations apply:

- Contractor personnel that are able to continue task order performance (either on-site or at a site other than their normal workstation), shall continue to work and the task order price shall not be reduced or increased.
- Contractor personnel that are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort.
- Nothing in this section abrogates the rights and responsibilities of the parties relating to "stop work" provision, as cited in other sections of this contract.

H-17. CONTRACTOR STAFF TRAINING:

The contractor shall provide fully trained and experienced technical and lead personnel required for performance. Training of contractor personnel shall be performed by the Contractor at his/her own expense, except:

- When the Government has given prior approval for training to meet special requirements that are peculiar to a particular task order.
- Limited training of Contractor employee(s) may be authorized when the Government determines it to be in the best interest of the Government.
- The Government will not authorize training for contractor employees to attend seminars, symposia, or user group conferences, unless certified by the Contractor and the COR that attendance is mandatory for the performance of task order requirements. When training is authorized by the task order Contracting Officer in writing under the conditions set forth above, the Government will reimburse the Contractor for tuition, travel, and per diem, if required.
- For Firm Fixed Price: Training at Government expense will not be authorized for replacement personnel nor for the purpose of keeping Contractor personnel abreast of advances in the state-of-the-art, or for training Contractor employees on equipment, computer languages, and computer operating systems that are available on the commercial market.

H-18. WORK ON A GOVERNMENT INSTALLATION:

In performing work under this contract on a Government installation or in a Government building, the Contractor shall fully comply with local military installation, city, state and federal laws, regulations and/or ordinances pertinent to performance of the contractual services required under this contract. Specifically, the Contractor shall:

- conform to the specific safety requirements established by this contract;
- the Contractor and his/her employees shall observe all rules and regulations issued by the installation Commanding Officer pertaining to fire, safety, sanitation, severe weather, admission to the installation, conduct not directly addressed in this contract;
- take all reasonable steps and precautions to prevent accidents and preserve the life and health of Government and Contractor personnel connected in any way with performance under this contract; and,
- take such additional immediate precautions as the Contracting Officer, COR or Task Monitor may reasonable require for safety and accident prevention purposes.

H-19. TASK ORDER PLAN

The Contractor shall submit a Task Order Plan (TOP) in response to TORs. The TOP shall include the contractor's approach to satisfying the TOR requirements and pricing per this Section H. Assumptions, risk, risk mitigation plans, OCI and Task Order Management shall also be addressed in each response.

Contract-Level and Task Order Management. The contractor shall manage Task Orders using Performance Based Service Contracting (PBSC) techniques to the greatest extent possible.

- Contract-Level Program Management. The contractor shall provide technical and functional program management necessary for the management of the staff assistance services provided. Productivity and management methods such as Quality Control, Configuration Management, Work Breakdown

Structuring, and Human Engineering at the task order level shall be developed and provided to the Task Monitor (TM) by the contractor. The contractor shall provide the centralized administrative, clerical, documentation and related functions.

- TO Management. The contractor shall prepare a TO Management Plan describing the management controls to be employed to meet the cost, performance and schedule requirements throughout TO execution. The contractor shall provide a monthly status report monitoring the quality control and security management applied to the TO as appropriate.

H-20. UNIQUE ITEM IDENTIFICATION AND EVALUATION:

As of 1 January 2004, all DoD contracts are required to include a clause mandating the bar-coding of all material delivered under DoD contracts. The purpose of UID is so that the Government will have the ability to know the quantity, location, condition, and value of assets it owns; safeguard its assets from physical deterioration, theft, loss, or mismanagement; prevent unnecessary storage and maintenance costs or unnecessary purchase of items already on hand; and determine the full costs of Government programs that use these assets. The clause 252.211-7003, is included in full text in Section I of this document. Information on the Department of Defense unique item identification can be found on the DoD web site at <http://www.acq.osd.mil/uid>.

H-21. ADDITION OF CLAUSES AT THE TASK ORDER LEVEL: Clauses may be added at the Task Order level in so much that they do not conflict with clauses included in the basic contract. For example, Option clause 52.217-8 titled "Option to Extend Services" and 52.217-9 titled "Option to Extend the Term of the Contract" may be included and tailored at the task order level.

H-22. SAMPLE PROVISIONS: The following are sample provisions that may be tailored and included at the task order level.

a. Nondisclosure of Sensitive and/or Proprietary Data:

The Contractor recognizes that in the performance of this task order, it may receive or have access to certain sensitive information, including information provided on a proprietary basis by equipment manufacturers and other public or private entities. The Contractor agrees to use and examine this information exclusively in the performance of this task order and to take the necessary steps in accordance with Government regulations to prevent disclosure of such information to any party outside the Government or Government designated support contractors possessing appropriate proprietary agreements.

The Contractor agrees to indoctrinate its personnel who have access to sensitive information and the relationship under which the Contractor has possession of or access to the information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information will be used for the profit of any party other than those furnishing the information. The Nondisclosure Agreement for Contractor Employees as shown below shall be signed by all indoctrinated personnel and forwarded to the Task Monitor for retention, prior to work commencing. The Contractor shall restrict access to sensitive/proprietary information to the minimum number of employees necessary for contract performance.

Sample:

DEPARTMENT OF THE ARMY NONDISCLOSURE AGREEMENT FOR CONTRACTOR EMPLOYEES TASK ORDER NUMBER _____

I, _____, as an employee of _____,
a Contractor acting under contract to the Department of the Army, list agency/office in administering an
unclassified and/or classified system support for cognizant _____, pursuant to contract
_____, agree not to disclose to any individual business entity or anyone within

_____, or outside of the company who has not signed a Nondisclosure Agreement for the purposes of performing this contract: any sensitive, proprietary or source selection information contained in or accessible through this project.

I understand that information/data I may be aware of, or possess, as a result of my assignment under this contract may be considered sensitive or proprietary. Contractor responsibility for proper use and protection from unauthorized disclosure of sensitive, proprietary and source selection information is described in Federal Acquisition Regulation (FAR) section 3.104-5(b). Pursuant to FAR 3.104-5, I agree not to appropriate such information for my own use or to release or discuss such information for my own use or to release it or discuss it with third parties unless specifically authorized in writing to do so, as provided above.

This agreement shall continue for a term of five (5) years from the date upon which I last have access to the information. Upon expiration of this agreement, I have a continuing obligation not to disclose sensitive, proprietary, or source selection information to any person or legal entity unless that person or legal entity is authorized by the head of the agency or the contracting agency or the contracting officer to receive such information. I understand violations of this agreement are subject to administrative, civil and criminal sanctions.

THIS STATEMENT CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT STATEMENT MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(Signature of Contractor Employee)

Date

(Contractor)

(Employee Telephone No.)

The Contractor further agrees to sign an agreement to this effect with other contractors, and other private or public entities providing proprietary data for performance under this task order. As part of this agreement, the Contractor will inform all parties of its agreement to allow certain Government designated Contractors access to all data as described in paragraph (c) below. One copy of each signed agreement shall be forwarded to the Task Order Contracting Officer. These agreements shall be signed prior to work commencing. In addition the Contractor shall be required to coordinate and exchange directly with other contractors as designated by the Government for information pertinent and essential to performance of this task order. The Contractor shall discuss and attempt to resolve any problems between the Contractor and those contractors designated by the Government. The Contracting Officer shall be notified in writing of any disagreement(s) which has (have) not been resolved in a timely manner and furnish to the Task Order Contracting Officer copies of communications between the Contractor and associate Contractor(s) relative to contract performance. Further, the close interchange between Contractor(s) may require access to or release of proprietary data. In such an event, the Contractor shall enter into agreement(s) with the Government designated Contractor (s) to adequately protect such proprietary data from unauthorized use or disclosure so long as it remains proprietary. A copy of such agreement shall be provided to the Task Order Contracting Officer.

Government Designated Contractors. The Contractor agrees to allow the below listed Government-designated support Contractors, possessing appropriate proprietary agreements and retained by the Government to advise the Government on cost, schedule and technical matters pertaining to this acquisition, access to any unlimited rights data (as defined in DFARS 252.227-7013) acquired under the terms and conditions of this contract and to sign reciprocal nondisclosure agreements with them. One copy of each signed agreement shall be forwarded to the Contracting Officer.

List designated Contractors:

_____	_____
_____	_____
_____	_____

All Government-designated Contractors stated herein, or added at a future date shall also enter into nondisclosure agreements with all parties providing proprietary information to the Contractor, and the nondisclosure agreements shall be signed before work commences.

b. SAVINGS CLAUSE - COST REDUCTIONS FOR REPETITIVE HIGH-DOLLAR VALUE REQUIREMENTS:

The Government is seeking Contractors to identify business improvement processes, innovations and cost savings initiatives to provide high quality services while achieving a reduction in the cost to the Government. For task orders of repetitive high-dollar value requirements with a period of performance (inclusive of options) that extends beyond a 12 month period, the Contractor agrees to the maximum extent practicable to reduce the price for services performed under each subsequent year by at least:

Percentage reductions from base period or price from previous year:

- _____ 1st Option Year
- _____ 2nd Option Year
- _____ 3rd Option Year
- _____ 4th Option Year

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20 Alt IV	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997) - Alternate IV	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.216-10	Incentive Fee	MAR 1997
52.216-14	Allowable Cost and Payment--Facilities Use	APR 1984
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 1989

52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-23	Rights to Proposal Data (Technical)	JUN 1987
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-1	State and Local Taxes	APR 1984
52.230-2	Cost Accounting Standards	APR 1998
52.230-4	Consistency In Cost Accounting Practices	AUG 1992
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-1	Payments	APR 1984
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	AUG 2005
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-36	Payment by Third Party	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.237-7	Indemnification and Medical Liability Insurance	JAN 1997
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.243-4	Changes	AUG 1987
52.243-7	Notification Of Changes	APR 1984
52.244-2	Subcontracts	AUG 1998

52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	SEP 2006
52.245-1	Property Records	APR 1984
52.245-2	Government Property (Fixed Price Contracts)	MAY 2004
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	MAY 2004
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-11	Termination of Work (Consolidated Facilities or Facilities Acquisition)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1 Alt I	Government Supply Sources (Apr 1984) - Alternate I	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	OCT 2006
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.211-7003	Item Identification and Valuation	JUN 2005
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7007	Limitation Of Government's Obligation	MAY 2006
252.232-7010	Levies on Contract Payments	SEP 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991

252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **Date of Award** through **TBD**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$17,725.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$ _____;

(2) Any order for a combination of items in excess of \$ _____ (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within **10** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **5** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **Last date established in the Task Order Period of Performance.**

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 Days before the ending of the establish performance period.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 Days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 Days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **2007 days.**

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FEDERAL ACQUISITION REGULATION

<http://farsite.hill.af.mil/VFFARA.HTM>

<http://www.arnet.gov/far/>

DEFENSE FEDERAL ACQUISITION REGULATION

<http://www.acq.osd.mil/dp.dars.dfars/html>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

STATEMENT OF WORK

Organizational Augmentation Staffing for Interim Support Services (OASISS)

STATEMENT OF WORK (Draft)

8 January 2007

1. PURPOSE

The purpose of this Statement of Work (SOW) is to obtain support services for Army installations and Army headquarters organizations in the continental United States to develop and implement Base Realignment and Closure (BRAC) and Army Transformation initiatives, and to enable mission execution while implementing BRAC directives and Army Transformation initiatives.

2. OVERVIEW

Today's defense infrastructure is undergoing a transformation to change from a threat-based force to a capabilities-based force due the nature of our post-Cold War world. A capabilities-based force must have the capacity and resources to be more agile and lethal so that our Soldiers and Sailors are not being put at risk as the Department rebalances its investment towards designing and building the forces and military infrastructure of the future. To build that capability, the Department of Defense (DoD) is focusing on, among other key strategic transformation initiatives, 1) strengthening joint operations through the development of joint operations concepts and joint architectures; and 2) focusing on innovative concept development and experimentation through wargaming, simulations and field exercises. The Army has taken that DoD guidance as the basis for the Army Transformation. The Army Transformation is a transformation that involves the following:

Fully integrating the Army as a member of the Joint Force, Creating capabilities-based modular forces and the future Army forces, Transforming installations and other Army institutions to be more relevant, efficient and effective now and in the future.

Specific, yet not all inclusive, initiatives within the Army Transformation involve Providing ready forces through continuing the development of modular brigade-based units, Army Force Generation (ARFORGEN), force stabilization, and transforming Army Aviation; Developing and employing the Future Combat Systems which comprises a family of advanced network of air and ground based maneuver, maneuver support, and sustainment systems to meet the Department of Defense transformation goals; Transforming personnel systems to integrate skills/experiences between reserve and active duty members, and to allow more civilians to fill non-operational positions and allow more military members to staff operational modular units for world-wide deployment; Expanding the concepts/doctrine within the Combat Training Centers to have a more Joint mindset; Linking science & technology (S&T) with experimentation to increase or discover new transformational capabilities for all combat and combat-support systems –both manned and unmanned systems; Transforming logistics for ever increasing efficiencies and effectiveness, particular for the modular force; Transforming Army installations for more joint force power projection, for improved quality of life for the Soldiers through housing/utilities privatization, for centralized management and organizational structure, for modernizing the communications and computing network infrastructure, and Transforming installation infrastructure for better environmental management and to accommodate the Integrated Global Positioning and Basing Strategy (IGPBS) and base realignment and closure (BRAC).

BRAC in particular supports Army Transformation because the BRAC process brings our nation's military infrastructure in line with the needs of our transforming armed forces. The BRAC process will assist the Army in reducing costs by closing unneeded "low military value" installations – installations that lack power projection

capability or lack adequate training areas/facilities to make the military more agile, deployable and lethal. After a BRAC Commission review, and from approval by the Congress and the President, the Army is under a statutory deadline to complete all closures and realignments by September 15, 2011 in order to realize an anticipated 20-year net savings of \$28 Billion.

The BRAC mandate, coupled with the mandate for Army Transformation, creates a strategic and operational environment of competing priorities for resources. One of the key resources that will undoubtedly be strained in this environment will be our military and civilian workforce. The Army must meet the demands of managing, planning and implementing BRAC to not only meet the BRAC schedule timeline and save the projected \$28 Billion, but also must meet the demands of managing, planning and implementing all aspects of the Army Transformation. Army MACOMs, installation and garrison headquarters staffs are at the strategic and operational levels and therefore have the responsibility of providing very attentive management of implementation activities to control costs and realize promised BRAC savings and to manage the implementation of Army Transformation.

1. Scope of Requirement

To implement Army Transformation initiatives, garrisons and installation headquarters staffs are now focusing on “right-sizing” their organizations – changing and redefining their authorized personnel Table of Distribution and Allowances (TDA), in terms of the number and expertise of personnel, to match current or potential mission requirements for effective and efficient mission accomplishment in their new “transformed” organization. MACOMs and installation/garrison organizations will undoubtedly have to increase their TDA positions, or will discover critical shortages in their TDA positions, that are needed to meet the management and execution requirements due to Army Transformation. While the TDA is being redefined, contract personnel will be required in the interim to fulfill the organization’s temporary surge/shortages in required personnel until full-time federal employees are hired. Additionally, headquarters organizations in both the operational and the institutional Army, as well as installation organizations, are pivotal to the planning, management and execution of BRAC. These organizations are responsible for planning and overseeing the implementation of BRAC while continuing their support of the overall Army mission. In particular, one key challenge to implement BRAC will be the unpredictable flow of the military and civilian workforce until BRAC is completed in September 2011. Although the exact impact of BRAC on the military and civilian workforce for Army headquarters and installation organizations is difficult to quantify, temporary personnel shortages are inevitable. The expected personnel shortages stem primarily from the civilian workforce as these personnel have the flexibility to remain in their current locations and may choose not to move to the new BRAC-directed location, or may elect to seek other positions within the Government. Shortages are also expected to occur in the military workforce at the current (pre-BRAC) installation when orders are given to “pre-position” military personnel at the gaining installation. Organizations may experience these personnel shortages at any point during the transition or may require expertise beyond the capabilities of their staff.

To satisfy interim requirements given the reductions/shortfalls in force and loss/lack of expertise, contractor support may be required to effectively implement Army Transformation and BRAC. This support is classified as temporary in nature, will not endure over extended periods, or will replace or augment existing contractor support awarded to satisfy sustained mission support requirements. Services required will generally fall into the two primary categories listed below:

Mission Support (Staff Augmentation). Army headquarters and installation staffs throughout the continental United States will require assistance in performing the day-to-day mission of the organization while the military and civilian workforce is transitioning to new location(s) or until the organization’s TDA is modified and approved to allow full-time federal employees during Army Transformation. Assistance required could encompass any staff function performed by the organization. This support would not replace operational type support provided by other contractors (e.g., the logistics support function for maintenance of vehicles, etc).

2. Implementation Support (BRAC Implementation): Army headquarters and Installation staffs will require assistance in performing tasks that are specific to implementing the BRAC statute. Assistance required in this area involves support in planning, managing and controlling the organizational resources (personnel, property,

and equipment) during the transition to the new installation or receiving forces from overseas. Support in this area is considered different from Mission Support because the tasks performed involve assistance in implementing BRAC, which is a temporary, non-core function of the various Army headquarters and installations..

3. TASK AREAS

The contractor shall provide qualified personnel and travel services at the current or future installation to provide implementation and mission support for Army Transformation and BRAC in the following task areas shown below. Support required will be within the Continental United States to support organizations and installations during peace time, contingency operations and war. Support provided may be on a full-time, part-time, or project-related basis. See paragraph 5 “Limitations” for services that are not included in these task areas.

- Task Area 1: Personnel and Human Resources Support
- Task Area 2: Intelligence, Operational Security, Facility Security Support
- Task Area 3: Operations and Training Support
- Task Area 4: Logistics Support
- Task Area 5: Civil Military Operations and Host Nation Planning
- Task Area 6: Communications, Electronics and Information Technology
- Task Area 7: Construction and Facilities Planning and Management Support
- Task Area 8: Resource Management and Finance
- Task Area 9: Military Community Activities Support
- Task Area 10: Public Affairs and Public Relations
- Task Area 11: Special Staff Support
- Task Area 12: Organization-wide Management Support for BRAC Implementation

Task Area 1: Personnel and Human Resources Support

Provide interim, short-term mission critical Personnel and Human Resources Support services during and after the BRAC transition or during the implementation of Army Transformation initiatives that include but are not limited to the following:

Assist the Government by providing information on matters pertaining to Personnel and Human Resources plans and operations that support the organization’s relocation to the new BRAC installation (Implementation Support); information provided has the potential for eventual presentation to the organization’s commander/director and includes BRAC planning information and documentation, assisting with staff budget development associated with BRAC, BRAC milestone development, BRAC milestone tracking and BRAC-related briefing support for Personnel and Human Resources issues.

Assist the Government by providing information on matters pertaining to Personnel and Human Resources plans and operations that support the organization’s mission during the BRAC transition or during implementation of Army Transformation initiatives (Mission support); information provided has the potential for eventual presentation to the organization’s commander/director and includes Personnel and Human Resources related mission planning information and documentation, assisting with Personnel and Human Resources staff budget development, and the development of Personnel and Human Resources related reports and briefings.

Assist the Government in developing the execution of the organizational commander’s/director’s decisions and policies on Personnel and Human Resources matters related to BRAC, Army Transformation, or related to the organization’s mission.

Assist the Government in conducting assessments of the impacts of BRAC or other Army Transformation initiatives on the Personnel and Human Resources functions of the organization and the implications of those impacts; assist the Government develop mitigation plans to overcome shortfalls or weaknesses identified in the assessments. Provide staff coordination within and outside of the organization on all Personnel and Human Resources matters related to BRAC, Army Transformation, or the organization’s mission; process, analyze and disseminate Personnel

and Human Resources information related to BRAC, Army Transformation, or the organization's mission to other organizational staffs or offices within and outside of the organization as directed and approved by the Government. Assist the Government with required Personnel and Human Resources staff administrative procedures for creating, storing, recording, routing, and maintaining of briefings, reports, and other documents in both electronic and paper forms as required to support the organization's mission or to support the organization's implementation of BRAC. Conduct training on the organization's automated and manual Personnel and Human Resources processes, systems and procedures as required for the purpose of increasing the proficiency of the organization's new federal civilian employees and military service members on those processes, systems and procedures.

Conduct Personnel and Human Resources research using automated and manual processes, systems, and procedures to provide Personnel and Human Resources information to the organization that support the organization's decision-making processes related to BRAC, Army Transformation, or the organization's mission.

Task Area 2: Intelligence, Operational Security, Facility Security Support

Provide interim, short-term mission critical Intelligence, Operational Security, Facility Security Support services for organizational operations or facilities during and after the BRAC transition or during implementation of Army Transformation initiatives that include but are not limited to the following:

Assist the Government by providing information on matters pertaining to Intelligence and Operational or Facility Security plans and operations that support the organization's relocation to the new BRAC installation (Implementation Support); information provided has the potential for eventual presentation to the organization's commander/director and includes BRAC planning information and documentation, assisting with staff budget development associated with BRAC, BRAC milestone development, BRAC milestone tracking and BRAC-related briefing support for Intelligence, Operational or Facility Security issues.

Assist the Government by providing information on matters pertaining to Intelligence and Security plans and operations that support the organization's mission during the BRAC transition or during implementation of Army Transformation initiatives (Mission support); information provided has the potential for eventual presentation to the organization's commander/director and includes Intelligence and Security related mission planning information and documentation, assisting with Intelligence and Security staff budget development, and the development of Intelligence, Operational or Facility Security related reports and briefings.

Assist the Government in monitoring the execution of the organizational commander's/director's decisions and policies on Intelligence, Operational or Facility Security matters related to BRAC, Army Transformation, or related to the organization's mission.

Assist the Government in conducting assessments of the impacts of BRAC on the Intelligence, Operational or Facility Security functions of the organization and the implications of those impacts; assist the Government develop mitigation plans to overcome shortfalls or weaknesses identified in the assessments.

Provide staff coordination within and outside of the organization on all Intelligence, Operational or Facility Security matters related to BRAC, Army Transformation, or the organization's mission; process, analyze and disseminate Intelligence, Operational or Facility Security information related to BRAC, Army Transformation, or the organization's mission to other organizational staffs or offices within and outside of the organization as directed and approved by the Government.

Assist the Government with required Intelligence, Operational or Facility Security staff administrative procedures for creating, storing, recording, routing, and maintaining of briefings, reports, and other documents in both electronic and paper forms as required to support the organization's mission or to support the organization's implementation of BRAC.

Conduct training on the organization's automated and manual Intelligence, Operational or Facility Security processes, systems and procedures as required for the purpose of increasing the proficiency of the organization's new federal civilian employees and military servicemembers on those processes, systems and procedures. Conduct Intelligence, Operational or Facility Security research using automated and manual processes, systems, and procedures to provide Intelligence and Security information to the organization that support the organization's decision-making processes related to BRAC, Army Transformation, or the organization's mission.

Task Area 3: Operations and Training Support

Provide interim, short-term mission critical organizational Operations and Training Support services during and after the BRAC transition or during implementation of Army Transformation initiatives that include but are not limited to the following:

Assist the Government analyze the issues and implications the organization's relocation to the new BRAC installation will have on the organization's Operations and Training plans; information provided has the potential for eventual presentation to the organization's commander/director or higher headquarters.

Assist the Government by providing information on matters pertaining to Operations and Training plans that support the organization's mission during the BRAC transition or during implementation of Army Transformation initiatives; information provided has the potential for eventual presentation to the organization's commander/director and includes Operations and Training related mission planning information and documentation, assisting with Operations and Training staff budget development, and the development of Operations and Training related reports and briefings.

Assist the Government in monitoring the execution of the organizational commander's/director's decisions and policies concerning current and planned Operations and Training during the BRAC transition or related to the organization's mission.

Assist the Government in conducting assessments of the impacts of BRAC on the Operations and Training functions of the organization and the implications of those impacts; assist the Government develop mitigation plans to overcome shortfalls or weaknesses identified in the assessments.

Provide staff coordination within and outside of the organization on all Operations and Training matters related to BRAC, Army Transformation, or the organization's mission; process, analyze and disseminate Operations and Training information related to BRAC, Army Transformation, or the organization's mission to other organizational staffs or offices within and outside of the organization as directed and approved by the Government.

Assist the Government with required Operations and Training staff administrative procedures for creating, storing, recording, routing, and maintaining of briefings, reports, and other documents in both electronic and paper forms as required to support the organization's mission or to support the organization's implementation of BRAC. Conduct training on the organization's automated and manual Operations and Training processes, systems and procedures as required for the purpose of increasing the proficiency of the organization's new federal civilian employees and military servicemembers on those Operations and Training processes, systems and procedures. Conduct Operations and Training research using automated and manual processes, systems, and procedures to provide Operations and Training information to the organization that support the organization's decision-making processes related to BRAC, Army Transformation, or the organization's mission.

Task Area 4: Logistics Support

Provide interim, short-term mission critical Logistics Support services during and after the BRAC transition or during implementation of Army Transformation initiatives that include but are not limited to the following:

Assist the Government by providing information on matters pertaining to Logistics plans and operations that support the organization's relocation to the new BRAC installation (Implementation Support); information provided has the potential for eventual presentation to the organization's commander/director and includes BRAC planning

information and documentation, assisting with staff budget development associated with BRAC, BRAC milestone development, BRAC milestone tracking and BRAC-related briefing support for Logistics issues.

Assist the Government by providing information on matters pertaining to Logistics plans and operations that support the organization's mission during the BRAC transition or during implementation of Army Transformation initiatives (Mission support); information provided has the potential for eventual presentation to the organization's commander/director and includes Logistics related mission planning information and documentation, assisting with Logistics staff budget development, and the development of Logistics related reports and briefings.

Assist the Government in monitoring the execution of the organizational commander's/director's decisions and policies on Logistics matters related to BRAC, Army Transformation, or related to the organization's mission.

Assist the Government in conducting assessments of the impacts of BRAC on the Logistics functions of the organization and the implications of those impacts; assist the Government develop mitigation plans to overcome shortfalls or weaknesses identified in the assessments.

Provide staff coordination within and outside of the organization on all logistical matters related to BRAC, Army Transformation, or the organization's mission; process, analyze and disseminate logistical information related to BRAC, Army Transformation, or the organization's mission to other organizational staffs or offices within and outside of the organization as directed and approved by the Government.

Assist the Government with required logistical staff administrative procedures for creating, storing, recording, routing, and maintaining of briefings, reports, and other documents in both electronic and paper forms as required to support the organization's mission or to support the organization's implementation of BRAC.

Conduct training on the organization's automated and manual logistical processes, systems and procedures as required for the purpose of increasing the proficiency of the organization's new federal civilian employees and military servicemembers on those logistical processes, systems and procedures.

Conduct logistical research using automated and manual processes, systems, and procedures to provide logistical information to the organization that support the organization's decision-making processes related to BRAC, Army Transformation, or the organization's mission.

Task Area 5: Civil Military Operations and Host Nation Planning

Provide interim, short-term mission critical Civil Military Operations and Host Nation Planning services during and after the BRAC transition or during implementation of Army Transformation initiatives that include but are not limited to the following:

Assist the Government by providing information on matters pertaining to Civil Military Operations and Host Nation Support plans and operations that support the organization's relocation to the new BRAC installation (Implementation Support); information provided has the potential for eventual presentation to the organization's commander/director and includes BRAC planning information and documentation, assisting with staff budget development associated with BRAC, BRAC milestone development, BRAC milestone tracking and BRAC-related briefing support for Civil Military Operations and Host Nation Support issues.

Assist the Government by providing information on matters pertaining to Civil Military Operations and Host Nation Support plans and operations that support the organization's mission during the BRAC transition or during implementation of Army Transformation initiatives (Mission support); information provided has the potential for eventual presentation to the organization's commander/director and includes Civil Military Operations and Host Nation Support related mission planning information and documentation, assisting with Civil Military Operations and Host Nation Support staff budget development, and the development of Civil Military Operations and Host Nation Support related reports and briefings.

Assist the Government in monitoring the execution of the organizational commander's/director's decisions and policies on Civil Military Operations and Host Nation Support matters related to the organization's mission. Assist the Government in conducting assessments of the impacts of BRAC on the Civil Military Operations and Host Nation Support functions of the organization and the implications of those impacts; assist the Government develop mitigation plans to overcome shortfalls or weaknesses identified in the assessments. Provide staff coordination within and outside of the organization on all Civil Military Operations and Host Nation Support matters related to BRAC, Army Transformation, or the organization's mission; process, analyze and disseminate Civil Military Operations and Host Nation Support information related to BRAC, Army Transformation, or the organization's mission to other organizational staffs or offices within and outside of the organization as directed and approved by the Government.

Assist the Government with required Civil Military Operations and Host Nation Support staff administrative procedures for creating, storing, recording, routing, and maintaining of briefings, reports, and other documents in both electronic and paper forms as required to support the organization's mission or to support the organization's implementation of BRAC.

Conduct training on the organization's automated and manual Civil Military Operations and Host Nation Support related processes, systems and procedures as required for the purpose of increasing the proficiency of the organization's new federal civilian employees and military servicemembers on those Civil Military Operations and Host Nation Support processes, systems and procedures.

Conduct Civil Military Operations and Host Nation Support related research using automated and manual processes, systems, and procedures to provide Civil Military Operations and Host Nation Support information to the organization that support the organization's decision-making processes related to BRAC, Army Transformation, or the organization's mission.

Task Area 6: Communications, Electronics and Information Technology

Provide interim, short-term mission critical Communications, Electronics and Information Technology services during and after the BRAC transition or during implementation of Army Transformation initiatives that include but are not limited to the following:

Assist the Government by providing information on matters pertaining to Communications, Electronics and Information Technology plans and operations that support the organization's relocation to the new BRAC installation (Implementation Support); information provided has the potential for eventual presentation to the organization's commander/director and includes BRAC planning information and documentation, assisting with staff budget development associated with BRAC, BRAC milestone development, BRAC milestone tracking and BRAC-related briefing support for Communications, Electronics and Information Technology issues.

Assist the Government by providing information on matters pertaining to Communications, Electronics and Information Technology plans and operations that support the organization's mission during the BRAC transition or during implementation of Army Transformation initiatives (Mission support); information provided has the potential for eventual presentation to the organization's commander/director and includes Communications, Electronics and Information Technology related mission planning information and documentation, assisting with Communications, Electronics and Information Technology staff budget development, and the development of Communications, Electronics and Information Technology related reports and briefings.

Assist the Government in monitoring the execution of the organizational commander's/director's decisions and policies on Communications, Electronics and Information Technology matters related to BRAC, Army Transformation, or related to the organization's mission.

Assist the Government in conducting assessments of the impacts of BRAC on the Communications, Electronics and Information Technology functions of the organization and the implications of those impacts; assist the Government develop mitigation plans to overcome shortfalls or weaknesses identified in the assessments.

Provide staff coordination within and outside of the organization on all Communications, Electronics and Information Technology matters related to BRAC, Army Transformation, or the organization's mission; process, analyze and disseminate Communications, Electronics and Information Technology information related to BRAC, Army Transformation, or the organization's mission to other organizational staffs or offices within and outside of the organization as directed and approved by the Government.

Assist the Government with required Communications, Electronics and Information Technology staff administrative procedures for creating, storing, recording, routing, and maintaining of briefings, reports, and other documents in both electronic and paper forms as required to support the organization's mission or to support the organization's implementation of BRAC.

Conduct training on the organization's Communications, Electronics and Information Technology processes, systems and procedures as required for the purpose of increasing the proficiency of the organization's new federal civilian employees and military servicemembers on those Communications, Electronics and Information Technology processes, systems and procedures.

Conduct Communications, Electronics and Information Technology related research to provide Communications, Electronics and Information Technology information to the organization that support the organization's decision-making processes related to BRAC, Army Transformation, or the organization's mission.

Task Area 7: Construction Planning and Management

Provide interim, short-term mission critical Construction Planning and Management services during and after the BRAC transition or during implementation of Army Transformation initiatives. Includes tracking plans for new construction to include schedules and milestones, tracking adherence to BRAC construction directives, tracking construction funding and project tracking; includes tracking status of National Environmental Policy Act (NEPA) actions. (Note: this does not include the execution of the Environmental Impact Statements or other similar documentation.). It also includes, but are not limited to the following:

Assist the Government by providing information on matters pertaining to Construction Planning and Management plans and operations that support the organization's relocation to the new BRAC installation (Implementation Support); information provided has the potential for eventual presentation to the organization's commander/director and includes BRAC planning information and documentation, assisting with staff budget development associated with BRAC, BRAC milestone development, BRAC milestone tracking and BRAC-related briefing support for Construction Planning and Management issues.

Assist the Government by providing information on matters pertaining to Construction Planning and Management plans and operations that support the organization's mission during the BRAC transition or during implementation of Army Transformation initiatives (Mission support); information provided has the potential for eventual presentation to the organization's commander/director and includes Construction Planning and Management related mission planning information and documentation, assisting with Construction Planning and Management staff budget development, and the development of Construction Planning and Management related reports and briefings.

Assist the Government in monitoring the execution of the organizational commander's/director's decisions and policies on Construction Planning and Management matters related to BRAC, Army Transformation, or related to the organization's mission.

Assist the Government in conducting assessments of the impacts of BRAC on the Construction Planning and Management functions of the organization and the implications of those impacts; assist the Government develop mitigation plans to overcome shortfalls or weaknesses identified in the assessments.

Provide staff coordination within and outside of the organization on all Construction Planning and Management matters related to BRAC, Army Transformation, or the organization's mission; process, analyze and disseminate Construction Planning and Management information related to BRAC, Army Transformation, or the organization's mission to other organizational staffs or offices within and outside of the organization as directed and approved by the Government.

Assist the Government with required Construction Planning and Management staff administrative procedures for creating, storing, recording, routing, and maintaining of briefings, reports, and other documents in both electronic and paper forms as required to support the organization's mission or to support the organization's implementation of BRAC.

Conduct training on the organization's automated and manual Construction Planning and Management processes, systems and procedures as required for the purpose of increasing the proficiency of the organization's new federal civilian employees and military servicemembers on those Construction Planning and Management processes, systems and procedures.

Conduct Construction Planning and Management research using automated and manual processes, systems, and procedures to provide Construction Planning and Management information to the organization that support the organization's decision-making processes related to BRAC, Army Transformation, or the organization's mission.

Task Area 8: Resource Management and Finance

Provide interim, short-term mission critical Resource Management and Finance services during and after the BRAC transition or during implementation of Army Transformation initiatives that include but are not limited to the following:

Assist the Government by providing information on matters pertaining to Resource Management and Finance plans and operations that support the organization's relocation to the new BRAC installation (Implementation Support); information provided has the potential for eventual presentation to the organization's commander/director and includes BRAC planning information and documentation, assisting with staff budget development associated with BRAC, BRAC milestone development, BRAC milestone tracking and BRAC-related briefing support for Resource Management and Finance issues.

Assist the Government by providing information on matters pertaining to Resource Management and Finance plans and operations that support the organization's mission during the BRAC transition or during implementation of Army Transformation initiatives (Mission support); information provided has the potential for eventual presentation to the organization's commander/director and includes Resource Management and Finance related mission planning information and documentation, assisting with Resource Management and Finance staff budget development, and the development of Resource Management and Finance related reports and briefings.

Assist the Government in monitoring the execution of the organizational commander's/director's decisions and policies on Resource Management and Finance matters related to BRAC, Army Transformation, or related to the organization's mission.

Assist the Government in conducting assessments of the impacts of BRAC on the Resource Management and Finance functions of the organization and the implications of those impacts; assist the Government develop mitigation plans to overcome shortfalls or weaknesses identified in the assessments.

Provide staff coordination within and outside of the organization on all Resource Management and Finance matters related to BRAC, Army Transformation, or the organization's mission; process, analyze and disseminate Resource Management and Finance information related to BRAC, Army Transformation, or the organization's mission to other organizational staffs or offices within and outside of the organization as directed and approved by the Government.

Assist the Government with required Resource Management and Finance staff administrative procedures for creating, storing, recording, routing, and maintaining of briefings, reports, and other documents in both electronic and paper forms as required to support the organization's mission or to support the organization's implementation of BRAC.

Conduct training on the organization's automated and manual Resource Management and Finance processes, systems and procedures as required for the purpose of increasing the proficiency of the organization's new federal civilian employees and military servicemembers on those Resource Management and Finance processes, systems and procedures.

Conduct Resource Management and Finance research using automated and manual processes, systems, and procedures to provide Resource Management and Finance information to the organization that support the organization's decision-making processes related to BRAC, Army Transformation, or the organization's mission.

Task Area 9: Military Community Activities Support

Provide interim, short-term mission critical Military Community Activities Support services during and after the BRAC transition or during implementation of Army Transformation initiatives. Types of services requiring contractor assistance involve, but are not limited to, programs in the following areas:

- Army Emergency Relief program
- Army Family Action Plan program
- Exceptional Family Member program
- Employment services
- Family Advocacy Program
- Family Readiness Group / Army Family Team Building Support
- Financial Readiness services
- Mobilization and Readiness support
- Relocation services
- Leisure activity support

Other services include but are not limited to the following:

Assist the Government by providing information on matters pertaining to Military Community Activities Support plans and operations that support the organization's relocation to the new BRAC installation; information provided has the potential for eventual presentation to the organization's commander/director and includes BRAC planning information and documentation, assisting with staff budget development associated with BRAC, BRAC milestone development, BRAC milestone tracking and BRAC-related briefing support for Military Community Activities Support issues.

Assist the Government in monitoring the execution of the organizational commander's /director's decisions and policies on Military Community Activities Support matters related to BRAC, Army Transformation, or related to the organization's mission.

Assist the Government in conducting assessments of the impacts of BRAC on the Military Community Activities Support functions of the organization and the implications of those impacts; assist the Government develop mitigation plans to overcome shortfalls or weaknesses identified in the assessments.

Provide staff coordination within and outside of the organization on all Military Community Activities Support matters related to BRAC, Army Transformation, or the organization's mission; process, analyze and disseminate Military Community Activities Support information related to BRAC, Army Transformation, or the organization's mission to other organizational staffs or offices within and outside of the organization as directed and approved by the Government.

Assist the Government with required Military Community Activities Support staff administrative procedures for creating, storing, recording, routing, and maintaining of briefings, reports, and other documents in both electronic and paper forms as required to support the organization's mission or to support the organization's implementation of BRAC.

Conduct training on the organization's Military Community Activities Support processes, systems and procedures as required for the purpose of increasing the proficiency of the organization's new federal civilian employees and military servicemembers on those Military Community Activities Support processes, systems and procedures.

Task Area 10: Public Affairs/Relations

Provide interim, short-term mission critical Public Affairs/Relations services during and after the BRAC transition or during implementation of Army Transformation initiatives that include but are not limited to the following:

Assist the Government by providing information on matters pertaining to Public Affairs/Relations plans and operations that support the organization's relocation to the new BRAC installation (Implementation Support); information provided has the potential for eventual presentation to the organization's commander/director and includes BRAC planning information and documentation, assisting with staff budget development associated with BRAC, BRAC milestone development, BRAC milestone tracking and BRAC-related briefing support for Public Affairs/Relations issues.

Assist the Government by providing information on matters pertaining to Public Affairs/Relations plans and operations that support the organization's mission during the BRAC transition or during implementation of Army Transformation initiatives (Mission support); information provided has the potential for eventual presentation to the organization's commander/director and includes Public Affairs/Relations related mission planning information and documentation, assisting with Public Affairs/Relations staff budget development, and the development of Public Affairs/Relations related reports and briefings.

Assist the Government in monitoring the execution of the organizational commander's/director's decisions and policies on Public Affairs/Relations matters related to BRAC, Army Transformation, or related to the organization's mission.

Assist the Government in conducting assessments of the impacts of BRAC on the Public Affairs/Relations functions of the organization and the implications of those impacts; assist the Government develop mitigation plans to overcome shortfalls or weaknesses identified in the assessments.

Provide staff coordination within and outside of the organization on all Public Affairs/Relations matters related to BRAC, Army Transformation, or the organization's mission; process, analyze and disseminate Public Affairs/Relations information related to BRAC, Army Transformation, or the organization's mission to other organizational staffs or offices within and outside of the organization as directed and approved by the Government.

Assist the Government with required Public Affairs/Relations staff administrative procedures for creating, storing, recording, routing, and maintaining of briefings, reports, and other documents in both electronic and paper forms as required to support the organization's mission or to support the organization's implementation of BRAC.

Conduct training on the organization's automated and manual Public Affairs/Relations processes, systems and procedures as required for the purpose of increasing the proficiency of the organization's new federal civilian employees and military servicemembers on those Public Affairs/Relations processes, systems and procedures. Conduct Public Affairs/Relations research using automated and manual processes, systems, and procedures to provide Public Affairs/Relations information to the organization that support the organization's decision-making processes related to BRAC, Army Transformation, or the organization's mission.

Task Area 11: Special Staff Support

Provide interim, short-term mission critical Special Staff services done by the Inspector General (IG), the Principal Assistance Responsible for Contracting (PARC), the Staff Judge Advocate (SJA), the Staff Surgeon or local medical office, the installation legal office, and the Chaplain's office (herein all references to the IG, PARC, SJA, Staff Surgeon, installation legal office and the Chaplain's office will be referred to as "Special Staff") during and after the BRAC transition or during implementation of Army Transformation initiatives that include but are not limited to the following:

Assist the Government by providing information on matters pertaining to Special Staff plans and operations that support the organization's relocation to the new BRAC installation (Implementation Support); information provided has the potential for eventual presentation to the organization's commander/director and includes BRAC planning information and documentation, assisting with staff budget development associated with BRAC, BRAC milestone development, BRAC milestone tracking and BRAC-related briefing support for Special Staff issues.

Assist the Government by providing information on matters pertaining to Special Staff plans and operations that support the organization's mission during the BRAC transition or during implementation of Army Transformation initiatives (Mission support); information provided has the potential for eventual presentation to the organization's commander/director and includes Special Staff related mission planning information and documentation, assisting with Special Staff staff budget development, and the development of Special Staff related reports and briefings.

Assist the Government in monitoring the execution of the organizational commander's/director's decisions and policies on Special Staff matters related to BRAC, Army Transformation, or related to the organization's mission.

Assist the Government in conducting assessments of the impacts of BRAC on the Special Staff functions of the organization and the implications of those impacts; assist the Government develop mitigation plans to overcome shortfalls or weaknesses identified in the assessments.

Provide staff coordination within and outside of the organization on all Special Staff matters related to BRAC, Army Transformation, or the organization's mission; process, analyze and disseminate Communications, Electronics and Information Technology information related to BRAC, Army Transformation, or the organization's mission to other organizational staffs or offices within and outside of the organization as directed and approved by the Government.

Assist the Government with required Special Staff administrative procedures for creating, storing, recording, routing, and maintaining of briefings, reports, and other documents in both electronic and paper forms as required to support the organization's mission or to support the organization's implementation of BRAC.

Conduct training on the organization's Special Staff processes, systems and procedures as required for the purpose of increasing the proficiency of the organization's new federal civilian employees and military servicemembers on those Communications, Electronics and Information Technology processes, systems and procedures.

Conduct Special Staff related research to provide Special Staff information to the organization that support the organization's decision-making processes related to BRAC, Army Transformation, or the organization's mission.

Notice: this area includes tasks which may closely appear to be Inherently Governmental or appear to create an OCI conflict, but are required by Army headquarters and installation staffs during BRAC. The Government and industry will develop and implement sufficient mitigation plans and firewalls to prevent the performance of Inherently Governmental functions or that creates an Organizational Conflict of Interest. Tasks under this staff area include: Contract administration, development, and close-out, Legal assistants, Chaplain's assistants, Administrative assistance with the conduct of investigations or inquiries Lawyers.

Task Area 12: Organization-wide Management Support for BRAC Implementation

Provide assistance to the Government to analyze and combine information from the various activities within and outside the organization to develop the organization's overall consolidated BRAC transition plan, and to develop and track the organization's consolidated master relocation timeline. After consolidated plans and timelines are established, the contractor shall assist the Government in managing activities to execute the consolidated BRAC implementation plans. Support also includes providing briefings and reports to the organization's key personnel and decision-makers on the details of the consolidated plans, and the organization's overall status of executing the consolidated BRAC plans and timelines. The types of consolidated organizational plans, information and reports required for assistance includes, but is not limited to, the following:

Plans for new facilities, and new command and operational systems and status of plan execution
 Consolidated organizational budgets related to BRAC . Total organizational mission impacts and continuity of mission implication assessments. Personnel impact assessments and the approach to move and transfer personnel, tracking personnel during relocation, personnel movement schedule and milestones, and the civilian and military vacancy fill strategy; provide status reports on all personnel moves. Property and equipment impact assessments and the approach to move and transfer property and equipment, and the tracking of equipment during the move; provide status reports on all movements and transfers. Property disposal plans to include schedules and milestones, and approach for caretaker, partial closure, or establishment of enclaves; provide status reports on disposal plans
 Reports on all interchanges and issues with Congressional, state, and local authorities and representatives

4. LIMITATIONS

The contract is limited to providing staff augmentation services for functions that are under the predominant NAICS code of 541330 "Military and Aerospace Equipment and Military Equipment." In an effort to further define the scope of the staff augmentation requirements, certain services are excluded from this requirement. The exclusions are categorized as Performance Exclusions and Inherently Governmental Exclusions. Performance Exclusions are services that are excluded which violate the intent of the proposed acquisition in terms of time (i.e., the requirement is not temporary and short-term), purpose (i.e., fulfilling organization staffing shortages caused or related to implementing BRAC), or causes an Organizational Conflict of Interest. Inherently Governmental Exclusions are those services that violate functions listed in FAR 7.503 and are functions that shall only be performed by Government employees.

The Performance Exclusions are services that are:

Not directly related or caused by the organization's obligation to implement BRAC or any Army Transformation initiative.

Organizational mission support services that are currently satisfied by a long-term contract arrangement or satisfied by a planned long-term contract arrangement.

Organizational mission requirements subject to a current or planned A-76 initiative.

Organizational mission support for personnel losses not directly caused by BRAC.

Operational support services whereby contractor support is acquired to operate and/or maintain equipment and facilities.

Replacement or augmentation of existing contractor support awarded to satisfy sustained (non-temporary and long-term) mission support requirements.

Facilities support to modify, upgrade or decommission facilities.

Acquisition of equipment and materials.

Transportation of personnel or equipment from closing installation to gaining installation and for transportation from gaining installation to closing installation. (Only transportation incidental to providing services will be allowed).

The Inherently Governmental Exclusions are services that include, but are not limited to, services that involve:

Direct conduct of criminal investigations.
 Determining agency policy, and determining Federal program priorities for budget requests.
 Direction and control of Federal employees.
 Direction and control of intelligence and counter-intelligence operations.
 Selection or non-selection of individuals for Federal Government employment
 Approving of position descriptions and performance standards for Federal employees.
 The direct determination of what Government property is to be disposed of and on what terms
 Awarding / Administering contracts or disbursing or collecting public funds

5. TERM

The contract will be an Indefinite Delivery / Indefinite Quantity (ID/IQ) contract with an ordering period of 5 years. The period of performance on all task orders issued under this ID/IQ contract will end on the last day of the 5-year ordering period (see also in this respect FAR 52.216-18, Ordering included in the basic contract).

6. CONTRACTOR RESPONSIBILITIES

Contract and Task Order Management: The contractor shall provide all management, administration, security, quality control and all else, that is required to ensure successful completion of all awarded Task Orders.

Contractor Manpower Reporting: The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address:

<https://contractormanpower.army.pentagon.mil>. The required information includes:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (4) Estimated direct labor hours (including sub-contractors);
- (5) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (6) Total payments (including subcontractors);
- (7) Predominant Federal Supply Class Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (8) Estimated data collection cost;
- (9) Organizational title associated with the Unit Identification Code (UIC) for the Army.
 Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (10) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (11) Presence of deployment or contingency contract language; and
- (12) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. Contractors

may use a direct XML data transfer to the database server of fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

Contractor Quality Control Program: The contractor shall establish and maintain a quality control program with the objective of identifying and correcting deficiencies in the quality of services before performance becomes unacceptable. As part of the Quality Control Program, the contractor shall develop a Quality Control Plan (QCP) that describes the contractor's procedures for monitoring performance. At a minimum, the Quality Control Plan shall include the following:

A description of the inspection system to cover all services listed on the Task Areas identified above. Further refinement of the QCP will be required at the Task Order level to address specifics as to the areas to be inspected on both a scheduled and unscheduled basis and frequency of these inspections.

A description of follow-up procedures to ensure that efficiencies are corrected, and the time frames involved in correcting these deficiencies.

A description of the records to be kept to document inspections and corrective or preventive actions taken.

The records of inspections shall be kept and made available to the Government, when requested, throughout the performance period, and for the period after completion, until final settlement of any claims under this contract.

A reporting system that captures the Contractor's technical performance under each Task Order in accordance with the standards set forth in the Performance Requirements Summary of each Task Order.

7. SECURITY

The work to be performed under this contract may involve access to and handling of operationally sensitive or classified material; or the design, development, maintenance, administration or procurement of information technology hardware, software. The contractor shall appoint a security officer, who shall (1) be responsible for handling all security aspects of the work performed under this contract, to include personnel security and physical security; operational security (OPSEC), information assurance (IA), and information systems security, (2) assure compliance with all Department of Defense (DoD) and US Army regulations regarding security, specifically AR 25-2, and (3) assure compliance with any written instructions from the security or OPSEC officer or Information Assurance Manager (IAM) of the activity issuing a task order under this contract.

7.1. Operational (OPSEC) and Personnel Security. When applicable, a DD Form 254 will be prepared by the ordering agency and issued with the Task Order. The contractor shall perform in accordance with the DoD Industrial Security Manual (DoD 5220.22M) and ensure that classified material is handled in accordance with the latest appropriate security classification specifications. In accordance with AR 530-1, contractor personnel will be afforded OPSEC orientation training within the first 90 days of employment and annually thereafter.

7.2. Federal Information Security Management Act (FISMA), Public Law 107-347.

7.3. Information Assurance (IA) User Awareness Training. All contract personnel who access any Army or contractor owned computing resource processing Army information must receive initial awareness orientation/training as a condition of being granted access to those resources. Each user must be given refresher training thereafter on an annual basis. This applies to access to all computer systems, whether they are stand alone or networked, are in a classroom, office, vehicle, tent, foxhole, or are portable and applies to all classification levels from Unclassified through Top Secret Compartmented information. Contractor personnel handling Army information on contractor owned computer resources located on contractor sites must meet the initial and annual training requirements.

7.4. Information Technology Security. The FISMA lays out the framework for annual Information Technology (IT) security reviews, reporting and remediation planning. FISMA requirements apply to government-owned contractor-operated and contractor-owned contractor operated information technology items. The Army Portfolio Management System (APfM) is the mechanism for input/maintenance of FISMA requirements.

7.5. FISMA compliance includes IT certification and accreditation via the DoD Information Technology Security Certification and Accreditation (C&A) Process (DITSCAP). This process is detailed in DoD 8510.1-M.

7.6. Property Control Plan: Task Orders may include requirements for the contractor to manage Government Furnished Property. The contractor shall prepare and submit a Property Control Plan within 10 days (or the date set forth in the Task Order PWS) after Task Order award, which shall encompass the requirements contained in the Task Order PWS. The contractor shall update the plan, and submit the revision to the COR, annually. In the event that no changes are required, a letter shall be submitted to the COR stating such.

7.7. Deliverables: Deliverables shall be as stated in each individual task order and as follows:

7.7.1. Task Order Monthly Report: The contractor shall provide a Task Order Monthly Report that includes the following, as a minimum:

Planned vs. actual performance (narrative of tasks, hours, dollars)

Weekly Anticipated Billing Summary:

Summary of each project by *Contract Line Item Number (CLIN)* for labor, travel and ODC by skill classification, number of employees, labor rate per skill classification (Straight time and Over time), anticipated labor hours, anticipated per diem, travel and/or incidental personnel charges. This summary will be updated with each change to the employee population and provided to the addressees above no later than three calendar days from date of change
Weekly Cost of Services Computation Report: Summary of each project by actual dollar cost by *Contract Line Item Number (CLIN)* for labor, travel and ODC by skill classification, number of employees, labor rate per skill classification (Straight time and Over time), labor hours, per diem, travel and/or incidental personnel charges. This report will be provided to the addressees no later than two working days from the conclusion of the work period.

Status of work assigned

Significant issues

Significant contributions

Planned activities for next period

7.7.2 Task Order Management Plan: May be required at the Task Order level – See Section H

7.7.3 Quality Control Plan: May be required at the Task Order level

7.7.4 Quarterly Task Summary Report: See Section G

Deliverable Title	Deliverables Defined in	Number/Format	Due Date
Task Order Monthly Report	7.7.1	As stated in Task Order	Monthly by 10 th workday
Task Order Management Plan	7.7.2	As stated in Task Order	As Per Task Order
Quality Control Plan	7.7.3	As stated in Task Order	Draft within 15 days after contract award Final within 45 days after contract award
Quarterly Task Summary Report	7.7.4	1 Original via email, See Section G for format	Quarterly by 10 th workday

7.8 Documents and Graphics.

7.8.1 Documentation. Documentation developed under this contract shall be delivered as specified in individual task orders. Individual task orders will indicate the media type and quantity of copies; however, the contractor shall possess the capability to deliver automated data in Microsoft Office applications. Delivery will typically be required in (1) draft via Intranet with email notification of placement on the Internet, (2) in hard copy, (3) electronic media, and (4) CDs.

7.8.2 Documentation/Data. The Contractor shall obtain, store, maintain and reproduce the required technical data and applicable documents, plans, regulations, specifications, and other pertinent data as appropriate for the purpose of fulfilling the tasks described in the SOW. When appropriate channels and/or procedures exist, the Contractor shall acquire directly the above information. The contractor shall obtain other documents/data pertinent to the specified tasks from non-governmental sources, as appropriate, to ensure comprehensive analyses, so that contractor analyses are not limited by the documentation specified by the government. The Contractor shall provide the Government or other agencies, as approved by the COR, access to any and all program information and data prepared or obtained as part of this contract or in support of any tasking of this SOW. The contractor shall return to the Government any and all of this material at contract termination or completion or upon the request of the Government. All information/data obtained or created in support of this SOW shall become and remain the property of the Government and shall be returned or disposed of in accordance with the COR's instructions at the conclusion of this contract.

8. PERSONNEL QUALIFICATIONS AND SPECIAL SUPPORT REQUIREMENTS SECURITY

Qualification requirements, to include security clearances will be specified on each individual task order.

APPENDIX A

BRAC Closure List

Below is a table of installations scheduled for either a closure, a major re-alignment, or is part of the Army's restructuring for implementing the DoD Integrated Global Presence and Basing Strategy (IGPBS)

Riverbank Army Ammunition Plant, CA	Closing installation
Newport Chemical Depot, IN	Closing installation
Kansas Army Ammunition Plant, KS	Closing installation
Miss. Army Ammunition Plant, MS	Closing installation
Umatilla Chemical Depot, OR	Closing installation
Lone Star Army Ammunition Plant, TX	Closing installation
McCoy, WI	IGPBS
Jackson, SC	IGPBS
Deseret Chemical Depot, UT	Closing installation
Selfridge Army Activity, MI	Closing installation
Adelphi Lab, MD	IGPBS
Corpus Christi Depot, TX	IGPBS
Campbell, KY	IGPBS
Dix, NJ	IGPBS
Huachuca, AZ	IGPBS
Leonard Wood, MO	IGPBS
Lewis, WA	IGPBS
Soldier Systems Center Natick, MA	IGPBS
Tobyhanna Army Depot, PA	IGPBS
White Sands Missile Range, NM	IGPBS
Bailey Crossroads Lease Site, VA	IGPBS
Lima Tank Plant, OH	IGPBS
Sierra Army Depot, CA	IGPBS
Watervliet Arsenal, NY	IGPBS
Gillem/McPherson, GA	Closing installation
Monmouth, NJ	Closing installation
Monroe, VA	Closing installation
Bragg, NC	IGPBS
Bliss, TX	IGPBS
Riley, KS	IGPBS
Sill, OK	IGPBS
Army Reserve Personnel Center, St. Louis, MO	IGPBS
Hood, TX	IGPBS
Benning, GA	IGPBS
Belvoir, VA	IGPBS
Sam Houston, TX	IGPBS
Carson, CO	IGPBS
Lee, VA	IGPBS
Redstone Arsenal, AL	IGPBS
Knox, KY	Major Re-align
Rock Island Arsenal, IL	Major Re-align
Eustis, VA	Major Re-align
Red River Army Depot, TX	Major Re-align
Aberdeen Proving Ground, MD	IGPBS
Anniston Army Depot, AL	IGPBS

Detroit Arsenal, MI	IGPBS
Rucker, AL	IGPBS
Meade, MD	IGPBS

More information concerning Base Re-alignment and Closure can be found on the following web-sites:

<http://www.hqda.army.mil/acsim/brac/braco.htm>

<http://www.brac.gov/>

APPENDIX B, Recommended Labor Categories

Labor Category	Exempt or Non-exempt	Equivalent GS pay wage group (For information Purposes Only; Not a Wage Determination)	Occupation Code (as stated in the Wage Determination of Service Contract Act)
Program Manager	Exempt	GS-15	N/A
Project Manager	Exempt	GS-15	N/A
Senior Technical Consultant	Exempt	GS-14	N/A
Senior Functional Area Expert	Exempt	GS-13	N/A
Mid-level Functional Area Expert	Exempt	GS-12	N/A
Junior Functional Area Expert	Exempt	GS-11	N/A
Staff Planner	Exempt	GS-11	N/A
Technical Specialist/Trainer	Exempt	GS-9	N/A
General Clerk IV *	Non-Exempt	N/A	01118
Computer Operator V *	Non-exempt	N/A	03045

* *contractors must propose their desired geographical location as the basis for the wage determination used for 'cap' rates for non-exempt labor categories.*

SEC J

Section J – List of Documents, Exhibits and Other Attachments

The following list of Attachments are applicable to this solicitation

Attachment 1: Statement of Work

Attachment 2: Recommended Labor Categories

Labor Category	Exempt or Non-exempt	Equivalent GS pay wage group (For information Purposes Only; Not a Wage Determination)	Occupation Code (as stated in the Wage Determination of Service Contract Act)
Program Manager	Exempt	GS-15	N/A

Project Manager	Exempt	GS-15	N/A
Senior Technical Consultant	Exempt	GS-14	N/A
Senior Functional Area Expert	Exempt	GS-13	N/A
Mid-level Functional Area Expert	Exempt	GS-12	N/A
Junior Functional Area Expert	Exempt	GS-11	N/A
Staff Planner	Exempt	GS-11	N/A
Technical Specialist/Trainer	Exempt	GS-9	N/A
General Clerk IV *	Non-Exempt	N/A	01118
Computer Operator V *	Non-exempt	N/A	03045

** contractors must propose their desired geographical location as the basis for the wage determination used for 'cap' rates for non-exempt labor categories.*

Attachment 3: Price Matrix

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4 (a thru f)</i>
Labor Category	Exempt or Non-exempt	Occupation Code (as stated in the Wage Determination of Service Contract Act)	Loaded Hourly "Cap" rates
<i>{Position name}</i>		<i>{ Code here }</i>	

** contractors must propose their desired geographical location as the basis for the wage determination used for 'cap' rates for non-exempt labor categories.*

Attachment 4 - Sample Task Orders (Scenario)

Attachment 5 – Past Performance Survey and cover letter

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2005
52.219-22	Small Disadvantaged Business Status	OCT 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.225-7000	Buy American Act--Balance Of Payments Program Certificate	JUN 2005
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
☐ Partnership;
☐ Corporate entity (not tax-exempt);
☐ Corporate entity (tax-exempt);
☐ Government entity (Federal, State, or local);
☐ Foreign government;
☐ International organization per 26 CFR 1.6049-4;
☐ Other-----

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330 (insert NAICS code).

(2) The small business size standard is \$25Mil.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—DISADVANTAGED STATUS AND REPORTING (OCT 1999)

(a) Disadvantaged status for joint venture partners, team members, and subcontractors. This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members, and subcontractors through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern, is identified as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net) or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.

(b) Reporting requirement. If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, reports may be submitted with the final Subcontracting Report for Individual Contracts (Standard Form 294) at the completion of the contract.

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

SECTION L

Section L - Instructions, Conditions and Notices to Bidders

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR QUOTERS

L-1 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408. As soon as practicable after agreement on price, but before contract award (except for un-

priced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Army Contracting Agency
Southern Region Contracting Center – East
Attn: SFCA-SR-CC-E, Mr. Heven Ford Jr, Contracting Officer
1301 Anderson Way SW, B-131
Fort McPherson, GA 30330-1096

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FEDERAL ACQUISITION REGULATION

<http://farsite.hill.af.mil/VFFARA.HTM>

<http://www.arnet.gov/far/>

DEFENSE FEDERAL ACQUISITION REGULATION

<http://www.acq.osd.mil/dpap/>

(End of Provision)

LOCAL PROVISIONS

ACA AI 5152.233-9000 ARMY CONTRACTING AGENCY EXECUTIVE LEVEL AGENCY PROTEST PROGRAM

(a) This contract is eligible for the HQ, Army Contracting Agency (ACA) Executive-Level Agency Protest (ELAP) program, as an alternative to the usual provisions applicable for Agency protests under FAR 33.103. An ELAP is a "PROTEST TO THE AGENCY," within the meaning of FAR 33.103. The ELAP is intended to encourage interested parties to seek resolution of their concerns within ACA, rather than filing a protest with the General Accounting Office (GAO) or other external forum. After an interested party files an ELAP protest on an ACA procurement to HQ, ACA and while that protest is pending, the protester agrees not to file a protest with the GAO or other external forum. If a protest is filed with an external forum on the same solicitation as the ACA ELAP protest, the ACA, ELAP protest will be dismissed. A party wishing to file an agency protest may either file a normal agency protest where the resolution is made at the contracting officer's level; or, in the alternative, file an ELAP protest, where resolution is made at HQ, ACA.

(b) An interested party may file a written protest to the Agency under the Executive-Level Agency Protest program for contract solicitations arising and performed within the continental United States. Such Executive-Level Agency protests are limited to objections to any of the following:

(1) A solicitation or other request by an agency for offers for a contract for the procurement of property or services.

(2) The cancellation of the solicitation or other request.

(3) An award or proposed award of the contract.

(4) A termination or cancellation of an award of the contract, if the written objection contains an allegation that the termination or cancellation is based in whole or in part on improprieties concerning the award of the contract.

(c) Voluntary Automatic Stay. This clause describes the circumstances under which the ACA voluntarily agrees to stay performance of a contract in consideration of a decision by an interested party to file an Army Contracting Agency (ACA) Executive Level Agency Protest (ELAP), as permitted by FAR 33.103(f)(4).

(1) In a standard post-award agency protest, the agency must not proceed with contract performance, pending resolution of the protest. This is known as an “automatic stay” and it mirrors the stay required under a timely post-award protest to the General Accounting Office (GAO) under 31 U.S. Code 3553(c) and FAR 33.104(c) (a “Competition in Contracting Act (CICA) Stay”). However, if the agency determines that performance must proceed, based upon the criteria set forth in FAR 33.103(f)(1), the automatic stay may be overridden. This is known as an automatic stay “override.”

(2) The CICA stay applies only if the GAO protest is filed within 10 days from notice of award, or within 5 days of a required debriefing. A firm may file an agency protest and, if it is dissatisfied with the agency’s protest decision, may wish to file a follow-on GAO protest. Under normal circumstances, a protester that goes to the GAO after receiving an adverse agency decision will find that the GAO may take jurisdiction and actually render a recommendation, but that the CICA Stay no longer applies.

(3) The ACA voluntarily agrees to stay performance of a contract when an interested party files a timely protest under the ELAP Program. Should the interested party disagree with the ACA’s resolution of an ELAP protest, it may utilize another protest forum without prejudice. The ELAP Voluntary Automatic Stay extends the protester’s right to preserve the status quo pending resolution of all protests with respect to a particular contract action. In return for the protester’s initially filing its protest as an ELAP instead of with the GAO, the contracting officer agrees that, if the protester ultimately disagrees with the ELAP decision and files a GAO protest, the agency will agree not to proceed with performance just as it would have done if the protester had filed its protest with the GAO right from the start. This means that in an ELAP protest, the agency may override the stay under the same standards and circumstances as would have applied if the protest had originally been filed with the GAO. Nothing in this clause adversely affects an interested party’s rights to protest a contract action to the GAO, or to seek other relief related to the action.

(d) An Executive-Level Agency protest may be filed with the Contracting Officer designated in paragraph (g) of this clause for resolution of protests, or, with the ACA Chief Counsel at HQ, ACA at, 5109 Leesburg Pike, Suite 302, Falls Church, VA 22041-3201.

(e) For the purpose of filing an ELAP protest, an interested party means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. The ACA Chief Counsel is the ELAP Protest Decision Authority.

(f) An ELAP protest must include the protester's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a detailed statement of all legal and factual grounds for protest (mere disagreement with the decisions of contracting officers does not constitute grounds for protest), including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protester and must state it is an ACA Executive-Level Agency Protest.

(g) Executive-Level Agency Protests, as defined in FAR 33.101, may be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from ACA Southern Region Contracting Center-East, 1301 Anderson Way SW, Fort McPherson, Georgia 30330-1096.

L-5. GENERAL PROVISIONS

a. GENERAL

In order for proposals to receive full consideration for award, offerors should ensure that the information furnished in support of the proposal is factual, accurate, and complete. Failure to provide the information requested by this RFP may render the offeror's proposal incomplete and ineligible for further consideration for award.

b. DISCLOSURE OF PROPOSAL

Information contained in the offeror's technical/management or price proposal must be released under the Freedom of Information Act (5 U.S.C. 552) upon request from the public except to the extent it contains trade secrets and privileged or confidential commercial or financial information. See FAR 52.215-1 regarding restriction on disclosure and use of the data.

c. CERTIFICATION OF CURRENT COST OR PRICING DATA

The Contractor shall provide a Certificate of Current Cost or Pricing Data when and if requested by the Contracting Officer.

L-6 PROPOSAL SUBMISSION/FORMAT

Each offeror's proposal shall be submitted as set forth below and all information shall be confined to the appropriate part to facilitate independent evaluation. Proposals which do not follow these guidelines or which do not include the requested minimum information may be eliminated from further consideration for award. The overall proposal shall consist of five physically separated and detachable parts, entitled:

	<u>Original</u>	<u>Copies</u>
• Volume I - RFP Documents	1	1
• Volume II – Technical Approach	1	3
• Volume III – Past Performance Proposal	1	3
• Volume IV - Price Proposal	1	3

a. Proposal Submission. The proposal shall be submitted in separate volumes as delineated above. In addition to the hard copy submission, the offerors shall submit one set on CD ROM using MS Word 2000 format for Volumes I, II, and III; and a separate set of CD ROMs using MS Excel 2000 format for Part IV. All originals and all copies shall be provided no later than the date and time set for receipt of proposals.

b. Proposal Format. Offeror shall submit each volume of their proposal as noted above in a three-ring loose-leaf binder, provided in the number of copies indicated. Separate sections of the binder shall be tabbed for ease of identification. Offerors shall attach a binder cover sheet to the outer cover of each part identifying:

- volume number
- copy number
- request for proposal number
- date of submission; and,
- offeror's name

All written proposals shall be prepared on standard 8.5 x 11 inch paper (charts may be landscaped) and shall be in a legible font size (12). Information printed on charts and graphs may be a smaller font; however, the information shall be legible. All pages of each proposal shall be appropriately numbered, and be identified with the solicitation number. For ease of reference, consecutive page numbering with tabs is requested. Only Part V, the price/cost proposal, shall contain price/cost information. All other proposal parts shall be void of price/cost information. A page, for purposes of this request for proposal (RFP), is defined as one side of standard 8 1/2" x 11" paper, font size (12), proportional spacing permissible, 1 inch margin all sides, single spaced. Any charts or graphs must be clearly legible, regardless of font size. Foldouts are permissible; however, each 8 1/2 x 11 fold will count as a page. All pages shall be numbered. The Offeror should apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e) "Restriction on Disclosure and Use of Data," and FAR 3.104-4 "Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information."

Tabs will not be included in page count limitations.

c. Offerors shall propose the entire Statement of Work. Title page, table of contents, list of figures, list of tables, and list of acronym definitions are not included in the stated page limitations. Copies of the proposal volumes shall be numbered in sequence; i.e., copy 1 of 3 copies, etc. All proposal volumes shall be unclassified. Offerors are advised that proposals submitted that exceed the referenced page number limit requested will not be evaluated beyond the limits identified herein.

d. Volume II – Technical Approach is limited to 50 pages total. This excludes any attached charts, matrices, or graphs. This volume will be divided into three (3) Sections – Section A, Management Capability; Section B, Staffing Approach; and Section C, Small Business Participation Plan. Section A is limited to 15 pages total. Section B is limited to 30 pages total. Section C is limited to 5 pages total.

e. Volume III – Past Performance Proposal is limited to 10 pages. Past Performance Questionnaires/Surveys responses are not included in the 20-page limit.

f. If revised proposals are requested, all proposal revisions shall be submitted on colored paper as page changes with each page identified by date and page number. Revised pages shall be printed on one side and punched with a 3-hole punch along the left margin. The number of revised copies to be submitted is the same as the initial proposal, unless instructed otherwise in the request for revised proposals.

L-7 PROPOSAL CONTENT

a. Volume I – RFP Documents

Part I should be clearly marked "**VOLUME I - RFP DOCUMENTS, RFP W911SE-07-R-0001.**" Documents shall contain the signed original of all documents requiring signature of the offeror. This includes the Standard Form (SF) 33. Offerors are cautioned that the SF 33 must contain an original signature in Block 17 of the form. Each offeror shall complete (fill-ins and signatures) and submit the original as stated below. An authorized official of the firm shall sign the offer and all certifications requiring original signature. Volume I shall include the following information:

1. Section A – Standard Form 33, Solicitation Offer and Award. Acknowledgment of Amendments can be made on the face of the SF 33 or signed copies of the amendments can be included in this Section.

2. Section H- Uncompensated Overtime Information.

3. Section K – Representations, Certifications, and Other Statements of Offerors.

4. Executive Summary – Provide an executive summary that introduces the contractor team and proposal submission, to include a list of team members and subcontractors and the services they are designated to provide.

5. General Information - Identification of the proposal point of contact (POC) and phone number; a list of the proposal package contents; name of the Contractors cognizant Defense Contract Audit Agency (DCAA) office, DCAA POC and phone number; and, information regarding the status of various system reviews should also be addressed (whether there are approved accounting systems, purchasing systems, estimating systems etc).

b. Volume II – Technical Approach

Volume II shall be clearly marked “**VOLUME II – TECHNICAL PROPOSAL, RFP W911SE-07-R-0001**.” The Volume will be divided into three sections: Section A, Management Capability, Section B, Staffing Approach, and Section C, Small Business Participation Plan

Volume II shall have no pricing information included. Section A is limited to 15 pages. Section B is limited to 40 pages. Section C is limited to 5 pages.

1. Section A, Management Capability proposal, as a minimum, must address the following sub-factors:

i. Contractor/Team Capability:

(1) Organizational Structure and Communication Approach: Outline your proposed organizational structure. Explain the role of each team member/subcontractor/consultant, etc., as applicable. The offeror should describe its process for managing and controlling the team members, to include the subcontractors. Discuss how reporting and review requirements will be imposed. Discuss internal and external communications. Internal communications are communications among the team, to include project management teams for each task order. External communications is communications with the Government, to include each task order. Address your approach to ensure effective lines of authority.

(2) Team Structure - Describe your team structure (to include utilization of subcontractors) and the work/work area and processes allocated to each team member

(3) Management Controls: The offeror shall fully describe the management control system that will be used to:

- effectively plan and control resources
- account for and collect costs for separate task orders
- accomplish multiple task orders simultaneously

(4) Processes and Procedures: Discuss the processes and procedures you will employ to manage workflow and work performance. This also includes implementing management controls to provide early visibility/resolution for project management, technical, cost, and schedule problems; defining the contract work; assigning responsibility; determining staffing

levels and labor mix; performing special requirements, and providing appropriate detailed price and schedule data to contract management.

(5) OCI: The offeror shall present a plan, which details how he will ensure compliance with the Organizational Conflict of Interest clause in Section H. The plan should clearly identify a credible and concrete mechanism for identifying, avoiding, neutralizing, or mitigating actual or potential conflicts. The plan should clearly present the firm's review process for evaluating the proposed mitigation plan. If an OCI is identified, it is the Government's expectation that the first core support elements will not be proposed to be replaced by other organizational assets as a method of resolving conflicts.

(6) Discuss and list information, materials, equipment, property, facilities, etc. that you require the Government to provide. Include the impact (e.g., cost, schedule, performance) should the Government not be able to provide the required information, materials, equipment, property, facilities, etc.

(7) Provide any other explanations or supporting data (matrix, charts, or other graphics) determined necessary for the Government to fully understand the offeror's methodology and approach.

ii. Contractor/ Team Experience:

(1) Provide information regarding experience you have gained that will enable you to successfully execute the contract and satisfy the requirements of the Statement of Work. Ensure to address experience gained for all the task areas in the Statement of Work.

(2) Discuss the relevance of the experience in terms of nature, size, complexity and duration as compared to the Statement of Work with particular attention to the task areas listed in the Statement of Work.

(3) Discuss, by Task Order Scenario, the experience of all team members/subcontractors and key personnel proposed to support each Task Order Scenario. If your experience is limited, or if it is outdated (experience that is not within the last three years), describe why you believe it is still relevant.

2. Section B, Staffing Approach, as a minimum, must address the following :

i. General Staffing Capability

(1) The offeror must describe his overall approach to:

(a) search, hire, and retain the necessary qualified personnel with the background knowledge, skills, experience and training to successfully execute the goals outlined in the Statement of Work

(b) create a labor pool of quality employees that can successfully take on more responsibility and satisfy the customer. In particular mention any methods for preventing employee complacency or performance stagnation.

(c) how fluctuating workloads (surges) will be accommodated and how turnover will be minimized

(d) discuss cross training and cross-utilization of personnel and the impact/benefit that may result

(e) discuss any staffing and personnel retention innovations, if any, you plan to employ and the value added/benefit contemplated

Innovative organizational and teaming arrangements that contribute to the overall approach will be evaluated. For a Teaming Agreement in which the prime contractor has less than three (3) years existence, the prime shall demonstrate its potential through a combination of information on the individual participants or key personnel, and a representation of how the overall proposed plan meets or exceeds each participant's existing staffing plans, processes, or procedures.

(2) Provide a list of labor categories deemed necessary to perform the Statement of Work and explain how those selected labor categories will specifically address all task areas of the Statement of Work. Ensure the list of labor categories included match the recommended labor categories shown in Section J, Attachment 2. The labor categories provided shall match the labor categories the offeror will provide in Section L6 paragraph d, and will eventually be incorporated into Section J, Attachment 3 of the resultant contract.

(3) Describe the offeror's analysis of the labor markets of the surrounding local areas of major installations affected by BRAC. For purposes of the analysis, the relevant major installations impacted by BRAC are listed below. Include in the analysis any particular strengths, weaknesses, opportunities, or threats that are applicable to staffing personnel in the task areas listed in the Statement of Work.

Fort McPherson, Georgia
 Fort Gillem, Georgia
 Fort Monmouth, New Jersey
 Fort Monroe, Virginia
 Fort Bliss, Texas
 Fort Knox, Kentucky
 Fort Hood, Texas
 Fort Belvoir, Virginia
 Fort Benning, Georgia
 Aberdeen Proving Ground, Maryland
 Fort Sam Houston, Texas
 Fort Lee, Virginia

(4) Describe the plan that will be used to establish and retain a ready workforce sufficient to satisfy the requirements of the Statement of Work. As a minimum, the plan shall address the scope of the plan, responsibilities of key personnel in the organizational for the plan, applicable external or internal policies, termination procedures, hiring procedures, and compensation policies. Compensation policies shall include, but are not limited to, the following: overtime, uncompensated overtime or effort, temporary duty, travel, per diem, remote location allowances, leave, compensatory time, sick leave, health benefits, bonuses, severance pay, incentive pay, educational assistance and other policies.

ii. Staffing Task Order Scenario Requirements

(1) Submit a staffing plan for each Task Order Scenario that identifies the staffing processes used to fulfill the requirements of the Task Order Scenario. For each Task Order Scenario discuss the methodology used for:

- deciding the number and types of personnel to hire;
- the research and analysis on the applicable local labor markets of the locations in the

Task Order Scenarios;

- searching, screening and evaluating (interviewing) applicants
- retaining personnel to work on a short-term, temporary basis
- determining the time required to get personnel in place to support the Sample Task Order

3. Small Business Participation Plan

i. Service-Disabled Veteran-Owned Small Businesses:

Describe how SDVOSB businesses, other than the prime offeror(s), will be used in the management and execution of the overall contract and will be used in the Task Order Scenarios.

ii. Businesses of other socio-economic categories:

Describe how the following small businesses categories will be used in the management and execution of the overall contract and will be used in the Task Order Scenarios: Small Disadvantaged Businesses, Women-Owned Small Businesses, HUBZone Businesses, and Historically Black Colleges, Universities and Minority Institutions. Include a discussion on the potential residual use of, or benefits for, the different small business categories if there is no direct contemplated use of those small businesses on the Task Order Scenarios or overall contract.

c. VOLUME III- Past Performance Proposal

Volume III should be clearly marked “**VOLUME III - PAST PERFORMANCE PROPOSAL, RFP W911SE-07-R-0001.**” The offeror’s submission of Past Performance shall be in accordance with the following format.

i. Past Performance References:

- (1) The Offeror shall describe his record of past performance with programs of similar type, size and complexity to those contained in the Statement of Work (to include subcontractor and/or teaming arrangement participants) that are depicted to be key to the offeror satisfying the Statement of Work. Submit information presently active or completed within the past three years that the offeror considers relevant in demonstrating its ability to perform the proposed effort. This information shall include data on efforts performed by other divisions, corporate management, critical subcontractors, or teaming contractors, if such resources will be brought to bear or significantly influence the performance of the proposed effort.
- (2) Past performance information is limited to 50 pages exclusive of past performance questionnaires. It is incumbent upon the contractor to present the past performance information in such a manner and in sufficient detail to ensure the Government clearly understands the information provided.
- (3) Explain the aspects of the contracts that are deemed relevant to the proposed effort and include a discussion of significant achievements or explain past problems considered to be relevant to the proposed efforts, as well as past efforts to identify and manage program/project risk. In describing contractual effort and the past performance, include specific details of performance as follows:

- Control of resources
- Quality of performance
- Ability to provide quality personnel
- Schedule/Timeliness of performance
- Management of key personnel
- Customer Satisfaction/business relations
- Organizational Conflict of Interest
- Ability to understand and resolve deficiencies in a timely manner with no adverse impact on mission or task

(4) The discussion should include “lessons learned” or a description of any corrective action taken to prevent recurrence of past performance listed that was considered substandard. Include a narration of how the past experience may benefit performance of this contract. The Offeror may, in the experience portion of the technical proposal, cross-reference performance details, which were highlighted in the Past Performance volume.

ii. Documentation Format:

(1) Past Performance References: Past performance information shall be presented in the following format. The contractor is encouraged to ensure the information provided is current. Current is defined as past performance that is within the last 3 years. Data that is not current or references that can no longer be reached will be discarded and not considered.

- a) Name of Contracting Activity that awarded the contract
- b) Contract Number and Period of Performance
- c) Contract Type (i.e. Firm-Fixed Price, Cost Plus-Award Fee, etc.)
- d) Total Contract Value
- e) Name of the Contracting Officer, to include Phone Number and Email address
- f) Name of Contract Administrator, to include Phone Number and Email address
- g) List of Major Subcontractors
- h) Brief history of the work performed on each reference given
- i) Discuss how offeror determined that referenced experience is relevant to the task areas of the Statement of Work
- j) Name/organization/position and phone number of knowledgeable individual who can be queried by Government evaluators

(2) Matrix of Past Performance to Statement of Work: Submit a table that cross-references the past performance references to the Statement of Work. In the event an offeror has no relevant past experience, offerors may submit past performance information for the key personnel proposed, major subcontractors included in the proposed team, work performed as part of a team or joint venture, and other previous versions of its current organization. Offerors are also required to submit information concerning problems and/or situations impacting performance on each contract listed for any contracts that did not/do not meet original requirements and corrective actions taken to avoid recurrences.

iii. Past Performance Questionnaires: The Government has provided at Section J, Attachment 5, a cover letter and questionnaire that the offeror shall submit to the references provided. It is incumbent on the contractor to follow-up and ensure the Government receives the questionnaires in sufficient time to be

considered in this evaluation. The offeror may submit questionnaires one time, regardless of the number of teams the offeror is on. The Government will collate the past performance questionnaire responses.

d. Volume IV- Price Proposal

Volume IV should be clearly marked “**VOLUME IV - PRICE PROPOSAL, RFP W911SE-07-R-0001.**”

The price proposal will consist of information in response to the Statement of Work and the Task Order Scenarios. The Contractor shall clearly explain the basis of price proposed, as well as the pricing matrix, to include the discounts proposed, methodology for application of discounts and pricing of travel. The labor categories and rates proposed shall be clearly traceable back to the Pricing Matrix.

Price proposals shall be submitted in accordance with FAR 15.408(l) and with FAR 15.403-5. In submitting their proposal, the Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit percentage information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

The format for the price proposal shall be as follows:

Executive Summary – Tab 1

Uncompensated Overtime Information – Tab 1a

Status of Accounting Systems, Purchasing Systems, Rates, and other information – Tab 1b

Exceptions to Terms and Conditions – Tab 2

Total Professional Employee Compensation Plan – Tab 3

Price Matrix (“Cap” rates) – Tab 4

Task Order Scenario Pricing Proposal – Tab 5

If files are compressed, they must be self-extracting archives (no software required to decompress). If files contain links, the links must be intact and maintained through all revisions. Additionally, spreadsheets should be easily traceable. None of the files submitted shall have any read/write/password protection. Include all formulas in your spreadsheets and please include any notes deemed necessary to add clarity to the spreadsheets.

The same level of detail required for prime proposals is required of subcontract proposals. The prime contractor shall include evaluations conducted on subcontract proposals relative to all components of the subcontract proposals. Examples of the type of detail required are reasonableness of rates, labor mix, terms and conditions, exceptions or additions, etc. Subcontractor data may be submitted directly to the Government by subcontractors that do not wish to disclose their data to the primes. Subcontractors shall provide a copy of their price proposal to their cognizant DCAA office. Their DCAA POCs shall also be provided a copy of the acquisition schedule, and shall be alerted that the Contracting Officer may be in contact with them with requests for information relative to rates, factors, uncompensated overtime, systems reviews, etc.

- i. Tab 1 – Executive Summary – The offeror shall include information regarding their pricing methodology in reference to their team make-up.

- (1) Tab 1a – Uncompensated Overtime Information – The offer shall include supporting information per FAR 52.237-10.

- (2) Tab 1b – Status of Accounting Systems, Purchasing Systems, Rates and other information - The contractor shall discuss the status of the firm's Accounting and Purchasing Systems, Rates and other information necessary to understand the rates proposed in the Pricing Matrix and price provided with each Task Order Scenario. The offeror shall include a copy of the last approved Disclosure statement. In the event the

firm does not have an approved accounting system, the offeror shall disclose audit findings for audits conducted by Independent parties to test the adequacy of the firms accounting system. The offeror shall disclose any CAS violations and the status of the violation review/remediation.

ii. Tab 2 – Exception to Terms and Conditions. The offeror shall include exceptions to terms and conditions set forth in this solicitation, the remedy sought and the impact if the Government does not concur with the exceptions.

iii. Tab 3 – Total Professional Employee Compensation Plan - Self-Explanatory

iv. Tab 4 – Price Matrix:

(1) The price matrices will be incorporated into the resultant contract. These matrices will be used in the pricing and negotiation of task orders. The price matrices will have Cap rates that reflect the maximum rates that will be paid for each labor category. The Government is expecting significant discounts from the CAP rate on the price matrices on task orders due to services being performed in different locations, and other relevant conditions (e.g., work in a Government provided facility). The price matrices shall include a fully burdened CAP rate. The Price Matrix shall be set up in MS Excel 2000 compatible format. The price matrices should be a listing of all anticipated labor categories that may be used in performance of the Statement of Work. The price matrices format is attached at Section J, Attachment 3.

(2) The price matrices shall include a fully loaded CAP rate (maximum rate that will be charged per labor category for the life of any task orders under the IDIQ contract) which shall consider performance out to fiscal year through 2012. CAP rates should include proposed escalation and should be based upon performance at the contemplated place of performance with the highest wage rates. The offeror shall include the wage determination that the wages were based upon (for the Service Contract Act applicable labor categories). The CAP rates shall include questions, shift pay differential and all other considerations that may be required to satisfy requirements hereunder. The Price Matrix shall also include rationale or methodology for determining how “cap” rates were developed for each labor category.

(3) The offeror shall include a description of each labor category proposed, to include minimum qualifications and education requirements

(4) The matrices shall be set up as follows:

Column 1 - Identify any labor categories that may be used in the performance of the Statement of Work

Column 2 - Indicate whether the labor category is Service Contract Act Exempt or is Non-Exempt

Column 3 - Identify the Occupation code that the Department of Labor assigns to the Labor categories stated on the Service Contract Act Wage Determination

Column 4 – Fully loaded “cap” labor rates

v. Tab 5 – Task Order Scenario Pricing Proposal:

For each Task Order Scenario, provide the basis for the overall Task Order Scenario price. All Task Order Scenarios must have information on the cost of labor, travel and shall include a profit.

(1) Provide additional information here as required by the Task Order Scenario Request for Proposal – Scenario A (See Section J, Attachment 4a)

(2) Provide additional information here as required by the Task Order Scenario Request for Proposal – Scenario B (See Section J, Attachment 4b)

(3) Provide additional information here as required by the Task Order Scenario Request for Proposal – Scenario C (See Section J, Attachment 4c)

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.216-27	Single or Multiple Awards	OCT 1995
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-10	Identification of Uncompensated Overtime	OCT 1997
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.227-7016	Rights in Bid or Proposal Information	JUN 1995

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52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity contract resulting from this solicitation; specific contract types are to be determined at the Task Order Level.

(End of clause)

52.216-28 MULTIPLE AWARDS FOR ADVISORY AND ASSISTANCE SERVICES. (OCT 1995)

The Government intends to award multiple contracts for the same or similar advisory and assistance services to two or more sources under this solicitation unless the Government determines, after evaluation of offers, that only one offeror is capable of providing the services at the level of quality required.

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Army Contracting Agency
Southern Region Contracting Center – East
Attn: SFCA-SR-CC-E, Mr. Heven Ford Jr., Contracting Officer
1301 Anderson Way SW, B-131
Fort McPherson, GA 30330-1096

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FEDERAL ACQUISITION REGULATION

<http://farsite.hill.af.mil/VFFARA.HTM>

<http://www.arnet.gov/far/>

DEFENSE FEDERAL ACQUISITION REGULATION

<http://www.acq.osd.mil/dp.dars.dfars/html>

(End of provision)

Section M - Evaluation Factors for Award

SECTION M

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SECTION M
EVALUATION FACTORS FOR AWARD

M-1. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

<u>PROVISION NUMBER</u>	<u>PROVISION TITLE</u>	<u>DATE</u>
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M-2. BASIS FOR AWARD:

This is a best value source selection conducted in accordance with Federal Acquisition Regulation (FAR) Part 15 as supplemented. The Government intends to make multiple awards as a result of this solicitation to the offerors that the Government determines can best satisfy the Statement of Work and requirements set forth in the solicitation. Awards will encompass the entire Statement of Work. No partial awards will be made. Offerors must propose to perform all aspects of the Statement of Work. Multiple ID/IQ contracts will be awarded to offerors whose proposals are determined to represent the best value to the Government considering their technical proposal, past performance and price proposal.

Contracts will be awarded to the offerors who are deemed responsible in accordance with the FAR 9.104, as supplemented, whose proposals conform to the solicitation's requirements and are judged, based on the evaluation factors and subfactors, to represent the best value to the government.

The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a technical, past performance, and price standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

The Government will award no more than the maximum number of contracts deemed necessary to satisfy the requirements of the Statement of Work and that also provides a competitive base of qualified offerors. A trade-off process will be implemented to determine best value: Technical approach is significantly more important than past performance. Past Performance is more important than price. Technical Approach and Past Performance, when combined, are significantly more important than price. The maximum number of awards contemplated for this procurement is 7 (seven). The minimum number of awards anticipated is 4 (four). The Government reserves the right to modify the maximum number of awards contemplated considering the level of quality and capability demonstrated in the proposals received.

M-3. EVALUATION APPROACH:

Offerors are hereby notified that NOT all offerors are expected to be selected for award. The Statement of Work establishes the types and kinds of services to be provided under this acquisition.

M-4. EVALUATION FACTORS AND EVALUATION CRITERIA:

The Government will use the criteria set forth below in the evaluation and selection of offers for award. Each proposal will be evaluated on merit, overall value to the Government, and the ability to meet the Statement of Work of the acquisition on the criteria listed herein.

The offeror must submit a proposal that completely addresses all of the requirements listed in Section L and must demonstrate how each requirement will be satisfied. cursory responses or responses which merely reiterate or reformulate Section L, the Statement of Work, or the solicitation will not be considered as satisfying the requirements of the RFP or as demonstrating the ability to perform. Unsupported approaches/concepts will result in a degraded rating. Failure to specifically follow proposal submission requirements/direction may result in a degraded rating. Experience, qualifications, capability, and management commitment that clearly demonstrate and support the offeror's claims are essential. The proposal must clearly demonstrate understanding of the contract requirements and the ability to perform the approach proposed. The absence of such evidence will adversely influence the evaluation of the proposal.

Three factors will be used to determine best value. The factors considered herein are Technical Approach, Past Performance, and Price. A trade-off process will be implemented to determine best value: Technical approach is significantly more important than Past Performance. Technical Approach and Past Performance when combined, are significantly more important than price. All factors, other than price, will be assigned an adjectival rating.

The Price factor is not a rated factor. The Price Matrix and the Task Order Scenario Pricing Proposal will be evaluated for price reasonableness. Offerors submitting a Price Matrix or a Task Order Scenario Pricing Proposal that is deemed not fair and reasonable may be excluded from the competitive range. The total combined price of the Task Order Scenarios will be used in the trade-off approach for best value provided the offeror's Price Matrix and Task Order Scenario Pricing Proposal are first deemed reasonable.

1. TECHNICAL APPROACH FACTOR : This factor includes three sub-factors:

a. MANAGEMENT CAPABILITY FACTOR: The offerors management capability will be evaluated considering two sub-elements; Contractor/Team Capability, and Contractor/Team Experience. The Contractor/Team Capability must outline the proposed organizational structure and explain the role of each team member/subcontractor/consultant, etc., as applicable. The offeror should describe its process for managing and controlling all subcontractors. The offeror shall fully describe the management control system that will be used to effectively plan and control resources, account for and collect costs for separate task orders, and ability to accomplish multiple and complex tasks and/or task orders simultaneously. The processes and procedures employed to manage workflow and work performance will also be evaluated to determine the feasibility of the management capability. The Organizational Conflict (OCI) plan will be evaluated to determine whether the offeror has identified potential OCI concerns as well as a legitimate mitigation plan. The proposed Contractor/Team Experience will be evaluated to determine whether the team possesses the relevant experience in terms of nature, size, complexity and duration as required by the Statement of Work. The Management Capability factor will be assigned an adjectival rating of Above Satisfactory, Satisfactory, or Unsatisfactory.

b. STAFFING APPROACH FACTOR: The offeror's staffing plan proposal will be evaluated to determine the offerors ability to recruit, hire, and manage personnel required to perform the services of the Statement of Work. The staffing plan will be evaluated to determine the offerors ability to retain a workforce sufficient to satisfy the requirements stated in the Statement of Work. The offerors proposed cross training and cross-utilization of personnel, and the impact/benefit that may result, will be evaluated to determine whether the proposed technical solution identified in the SOW is feasible. The Staffing Approach will be assigned an adjectival rating of Above Satisfactory, Satisfactory, or Unsatisfactory

c. SMALL BUSINESS PARTICIPATION FACTOR: The offeror's commitment to other Service-Disabled Veteran-Owned Small Business and businesses of other socio-economic categories will be evaluated. An assessment will be made as to how SDVOSB businesses, other than the prime offeror(s), will be used in the management and execution of the overall contract and will be used in the Task Order Scenarios. An assessment will also be made to how well Small Disadvantaged Businesses, Women-Owned Small Businesses, HUBZone Businesses, and Historically Black Colleges, Universities and Minority Institutions will be used in the management and execution of the overall contract and used in the Task Order Scenarios. Consideration will be given to offerors that fully explore the potential residual uses or benefits the different small business categories could receive from the Task Order Scenarios or overall contract. The Small Business Participation factor will be assigned a rating of Above Satisfactory, Satisfactory, or Unsatisfactory.

2. PAST PERFORMANCE FACTOR: The offeror's past performance will be evaluated as a measure of the government's confidence in the likelihood of the offeror to successfully perform based on previous and current contract efforts. The Government will assess the recent, relevant performance in accordance with FAR 15.305 for the prime and each significant subcontractor based on services they are proposed to perform. The Government will evaluate: Control of resources; Quality of performance; Ability to provide quality personnel; Schedule/Timeliness of performance; Management of key personnel; Customer Satisfaction/business relations; Organizational Conflict of Interest; and Ability to understand and resolve deficiencies in a timely manner with no adverse impact on mission or task. A significant achievement, problem, and how the problem was resolved, are considerations that will impact the overall risk rating. Offerors (to include significant subcontractors) without a record of relevant past performance or for whom no past performance information is available, will not be evaluated favorably or unfavorably on past performance. The past performance proposal will be assigned a risk rating of low, moderate or high. The offeror's and proposed team members' and/or subcontractors' past experience and record of previous performance under similar and related Government contracts over the last three calendar years will be evaluated as an indicator of the offeror's ability to perform the requirements of the SOW.

3. PRICE FACTOR:

The offeror's price will be evaluated considering the reasonableness of the Price Matrix and the Task Order Scenario Price Proposal provided. The Government will evaluate the reasonableness of the prices proposed, as well as the consistency in the application of the proposed price methodology that was employed in the development of the Pricing Matrix. The discounts proposed, methodology for application of discounts, and pricing of travel will be evaluated to assess the offeror's ability to provide the services proposed at the prices proposed.

a. Reasonableness. The techniques and procedures described under FAR 15.404-1(b) will be the primary means of assessing price reasonableness. The evaluation techniques described under Far 15.404-1(c), as determined appropriate, may also be performed in further determining the reasonableness of the proposal. The offeror's proposal will be reviewed for compliance with the requirements specified in Section L of the RFP.

b. An offeror's proposal shall represent the offeror's best efforts to respond to the solicitation. Any inconsistency between promised performance and price shall be explained in the proposal. For example, if unique, innovative approaches are the basis for an abnormally low price, the nature of these approaches and their impact on price shall be explained. If an offeror proposes to absorb portions of cost, the offeror must also explain the impact on the proposed price. Any significant inconsistency, left unexplained, will raise a fundamental question of the offeror's understanding of the nature and scope of the work required in the Task Order Scenarios, and of the offeror's ability to perform the tasks within the fiscal constraints thereof, and may be cause for rejection of the proposal. The burden of proof for price credibility rests with the offeror. The Price factor is not assigned a rating. However, an assessment of the offeror's overall pricing methodology, in terms of reasonableness, will be performed. The total combined price of the Task Order Scenarios will be used in the trade-off approach for best value provided the offeror's Price Matrix and Task Order Scenario Pricing Proposal are deemed reasonable.

M-5. AWARD WITHOUT DISCUSSION

THE GOVERNMENT INTENDS TO AWARD ONE OR MORE CONTRACTS BASED ON INITIAL OFFERS, WITHOUT DISCUSSIONS. (See also in this respect, Section L and FAR 52.215-1).

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52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)